

EXHIBIT B

(Form of Environmental Response Trust Agreement)

ENVIRONMENTAL RESPONSE TRUST AGREEMENT

BY AND AMONG

**VSI LIQUIDATING INC.,
formerly known as Vertellus Specialties, Inc.,
on behalf of itself and certain of its affiliates, the Debtors,**

**LE PETOMANE XXIX, INC.,
not individually but solely in its representative capacity
as Environmental Response Trustee,**

**THE UNITED STATES OF AMERICA,
the STATE of INDIANA,
the STATE of UTAH,
the STATE of ILLINOIS,
the STATE OF OHIO,
the STATE of WEST VIRGINIA**

as

The Environmental Response Trust Owned Property Beneficiaries

As of January __, 2017

TABLE OF CONTENTS

RECITALS 1

ARTICLE I DEFINITIONS 2

 1.1 Definitions 2

 1.1.1 120-Day Budget 2

 1.1.2 Administrative Costs 2

 1.1.3 Applicable Insurance 2

 1.1.4 Bankruptcy Cases 3

 1.1.5 Bankruptcy Code 3

 1.1.6 Bankruptcy Court 3

 1.1.7 Big John Salvage Site 3

 1.1.8 Business Day 3

 1.1.9 CERCLA 3

 1.1.10 Cleveland Site 3

 1.1.11 Consultant 3

 1.1.12 Contingent Fee 3

 1.1.13 D & O Insurance Policies 3

 1.1.14 Debtors 3

 1.1.15 Dover Site 3

 1.1.16 Effective Date 3

 1.1.17 Emergency Environmental Action 3

 1.1.18 Entity 3

 1.1.19 Environmental Actions 4

1.1.20 Environmental Agencies.....	4
1.1.21 Environmental Costs	4
1.1.22 Environmental Information.....	4
1.1.23 Environmental Law or Environmental Laws	4
1.1.24 Environmental Response Trust	5
1.1.25 Environmental Response Trust Administrative Account	5
1.1.26 Environmental Response Trust Agreement	5
1.1.27 Environmental Response Trust Assets	5
1.1.28 Environmental Response Trust Beneficiaries	5
1.1.29 Environmental Response Trust Environmental Cost Account	5
1.1.30 Environmental Response Trust Initial Funding	6
1.1.31 Environmental Response Trust Insurance Account	6
1.1.32 Environmental Response Trust Owned Properties.....	6
1.1.33 Environmental Response Trust Owned Property Beneficiaries.....	6
1.1.34 Environmental Response Trust Parties.....	6
1.1.35 Environmental Response Trust Proceeds	6
1.1.36 Environmental Response Trustee.....	6
1.1.37 Environmental Settlement Agreement.....	6
1.1.38 EPA.....	7
1.1.39 Excess Funding	7
1.1.40 Financial Assurance.....	7
1.1.41 Government Agency.....	7
1.1.42 Government Agency Non-Owned Site.....	7

1.1.43 Government Agency Non-Owned Site Reserve Account	7
1.1.44 Government Agency Non-Owned Site Beneficiaries.....	7
1.1.45 Granite City Site.....	7
1.1.46 IDEM	7
1.1.47 IEPA	7
1.1.48 Insurance Proceeds	7
1.1.49 Internal Revenue Code	7
1.1.50 Joppa Site.....	8
1.1.51 Lead Agencies	8
1.1.52 Lima Site.....	8
1.1.53 Liquidation Plan	8
1.1.54 Liquidating Trust.....	8
1.1.55 Liquidating Trustee	8
1.1.56 Lower Passaic Site.....	8
1.1.57 Miley Avenue Site.....	8
1.1.58 MCPA.....	8
1.1.59 Non-Lead Agencies.....	8
1.1.60 OEPA.....	8
1.1.61 Parties	8
1.1.622 Person	8
1.1.63 Provo Site.....	8
1.1.64 QSF Regulations	9
1.1.65 Quendall Site.....	9

1.1.66 Real Property Information 9

1.1.67 Special Insurance Counsel 9

1.1.68 St. Louis Park Site 9

1.1.69 Superfund 9

1.1.70 Third-Party Beneficiaries 9

1.1.71 UDEQ 9

1.1.72 United States 9

1.1.73 Wendover Site 9

1.1.74 Wind-Down Budget 9

1.1.75 Work 9

1.1.76 Work Budget 10

1.1.77 Work Budget Excess Amount 10

1.1.78 WVDEP 10

ARTICLE II THE ENVIRONMENTAL RESPONSE TRUST 10

2.1 Creation of and Transfer of Assets to the Environmental
Response Trust 10

2.1.1 10

2.1.2 10

2.1.3 11

2.1.4 11

2.1.5 12

2.1.6 12

2.1.7 12

2.1.8 12

2.2	Transfer of Funding and Consideration to the Environmental Trustee.....	13
2.2.1	The Funding	13
2.2.2	Transfer of Financial Assurance	13
2.2.3	Creation of the Environmental Response Trust Accounts.....	13
2.2.4	.....	14
2.2.5	.....	14
2.2.6	.....	14
2.3	Objectives and Purposes.....	15
2.4	Management of Environmental Response Trust Assets.....	15
2.4.1	.....	15
2.4.2	.....	16
2.4.3	.....	16
2.4.4	.....	16
2.4.5	.....	16
2.4.6	.....	17
2.4.7	.....	17
2.5	Investment and Safekeeping of Environmental Response Trust Assets ...	17
2.5.1	.....	17
2.5.2	.....	17
2.5.3	.....	18
2.5.4	.....	18
2.5.5	.....	18

2.6	Insurance for Future Response Actions	18
2.7	Access and Deed Restrictions.....	19
2.8	Accounting	19
2.9	Termination	20
2.10	Property Disposition	20
	2.10.1.....	20
	2.10.2.....	20
	2.10.3.....	20
	2.10.3(a).....	20
	2.10.3(b)	20
	2.10.4.....	20
	ARTICLE III WORK AND DISTRIBUTIONS	21
3.1	Work and Distributions Relating to Trust-Owned Properties	21
	3.1.1 Payments, Funding, Fees, and Expenses	21
	3.1.1(a) Payments by Environmental Response Trust	21
	3.1.1(b) Emergency Funding	21
	3.1.1(c) Administrative Expenses	22
	3.1.1(d) Remunerations for Start-Up Fees and Expenses	22
	3.1.1(e) Environmental Expenses of Trust	23
	3.1.1(f) Reimbursement of Agencies and Performance of Environmental Action by Environmental Response Trust	23
	3.1.2 Manner of Payment	24
3.2	Actions, Receipts, and Distributions Relating to Applicable Insurance ...	24

3.2.1..... 24

3.2.1(a)..... 24

3.2.1(b)..... 25

3.2.1(c)..... 25

3.2.2 25

3.2.2(a)..... 25

3.2.2(b)..... 25

3.2.2(c)..... 25

3.2.2(d)..... 26

3.3 Liens by Certain Environmental Response Trust Beneficiaries 26

3.4 Unclaimed Distributions 26

ARTICLE IV THE ENVIRONMENTAL RESPONSE TRUSTEE 27

4.1 Appointment 27

4.2 Retention of Environmental Consultant..... 27

4.3 Generally 28

4.4 Powers 28

4.5 Other Professionals 29

4.6 Limitation of the Environmental Response Trustee’s Authority..... 29

4.7 Reliance by the Environmental Response Trust Parties 29

4.8 Compensation of the Environmental Response Trustee 30

4.9 Liability of Environmental Response Trust Parties 30

4.9.1..... 30

4.9.2..... 31

4.9.3.....	31
4.10 Exculpation and Indemnification.....	31
4.10.1 Exculpation	31
4.10.2.....	31
4.10.3 Indemnification	32
4.11 Termination, Replacement, and Removal of the Environmental Response Trustee	33
4.11.1 Termination.....	33
4.11.2 Replacement.....	33
4.11.3 Removal.....	33
4.12 Appointment of Successor Environmental Response Trustees	34
4.13 No Bond	34
ARTICLE V BENEFICIARIES	35
5.1 Holders of Beneficial Interests	35
5.2 Identification of Environmental Response Trust Beneficiaries.....	35
5.2.1.....	35
5.2.2.....	35
5.3 Non-Beneficiaries	37
5.4 Transfer of Beneficial Interests	37
ARTICLE VI REPORTING AND TAXES	36
6.1 Reports	38
6.2 Other.....	38
6.3 Reports in Support of Insurance Claims	38

6.4	Taxes	38
ARTICLE VII MISCELLANEOUS PROVISIONS		39
7.1	Amendments and Waivers.....	39
7.2	Tax Treatment.....	39
7.3	Cooperation	39
7.4	Situs of the Trust.....	40
7.5	Severability.....	40
7.6	Sufficient Notice	40
7.7	Headings.....	40
7.8	Actions Taken on Other Than Business Day	40
7.9	Consistency of Agreements and Construction.....	41
7.10	Compliance with Laws.....	41
7.11	Preservation of Privilege	41
7.12	No Recourse to Environmental Response Trust Beneficiaries.....	41
7.13	Status of Environmental Response Trust Beneficiaries	41
7.14	Uniform Custodial Trust Act.....	41

ENVIRONMENTAL RESPONSE TRUST AGREEMENT

This Environmental Response Trust Agreement is made this ___th day of January, 2017, by and among VSI LIQUIDATING INC. (“VSI”), formerly known as Vertellus Specialties, Inc. (“Vertellus Specialties”), on behalf of itself and certain of its affiliates, as debtors in the Bankruptcy Cases (defined below) (collectively, “Debtors”), LE PETOMANE XXIX, Inc., not individually but solely in its representative capacity as Environmental Response Trustee (defined herein) of the Vertellus Specialties Environmental Response Trust established hereby, the United States of America, the State of Indiana, the State of Utah, the State of Ohio, the State of Illinois, the State of West Virginia, as the Environmental Response Trust Owned Property Beneficiaries.

RECITALS:

WHEREAS, on May 31, 2016 (the “Petition Date”), Vertellus Specialties and certain of its subsidiaries and affiliates, filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.*, as then amended, in the United States Bankruptcy Court for the District of Delaware, which cases have been jointly administered under Case No. 16-11290-CSS;

WHEREAS, on September 2, 2016, the United States, the State of Ohio, the State of Indiana, and the State of Utah filed an Objection to the Proposed Sale of Substantially All of the Debtors’ Assets (Dkt. # 365);

WHEREAS, on September 27, 2016, the Debtors filed an Expedited Motion to Approve a Settlement Agreement Among Debtors, Purchaser, the Committee and EPA (Dkt. # 427);

WHEREAS, on October 14, 2016, the Bankruptcy Court entered an Order approving the Settlement Agreement (Dkt. # 466) (referred to herein as the “Environmental Settlement Agreement”);

WHEREAS, the Environmental Settlement Agreement provides for the transfer of the Provo Site, the Wendover Site, and the Miley Avenue Site, and potentially certain other owned properties, to an Environmental Response Trust to be administered by the Environmental Response Trustee;

WHEREAS, the Environmental Settlement Agreement further provides for the transfer of all rights, claims, proceeds and recoveries under or relating to the Applicable Insurance (defined herein) to the Environmental Response Trust, to the greatest extent permitted by law, and the pursuit by the Environmental Response Trust of recoveries and payments under the Applicable Insurance for the benefit of the Environmental Response Trust and the Environmental Response Trust Beneficiaries;

WHEREAS, the Environmental Response Trust is to be funded by (i) a payment by the Debtors to the Trust of \$710,000.00 (consisting of the sum amount of \$550,000 originally provided under the Environmental Settlement Agreement, plus an additional sum of \$160,000 (subject to reduction as provided in Section ___ of the Plan) on account of certain of the

Environmental Response Trust Owned Properties); (ii) by the Work Budget Excess Amount, as hereinafter defined; (iii) by insurance recoveries and/or payments obtained by the Trust from or relating to the Applicable Insurance and (iv) as otherwise provided herein;

WHEREAS, this Environmental Response Trust Agreement and the Environmental Settlement Agreement govern the Environmental Response Trust, which is intended to be created pursuant to section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under section 468B of the Internal Revenue Code (the “QSF Regulations”); and

WHEREAS, on December 15, 2016, the Debtors filed a First Amended Plan of Liquidation under Chapter 11 of the Bankruptcy Code (“the Plan”) (Dkt. # 603);

WHEREAS, this Environmental Response Trust Agreement is referenced in the Plan and is to be submitted to the Bankruptcy Court with the Plan for approval in the Confirmation Order;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein and in the Environmental Settlement Agreement, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions.

The following terms as used in this Environmental Response Trust Agreement shall have the definitions given below:

1.1.1 “120-Day Budget” has the meaning given in Section 3.1.1(c), herein.

1.1.2 “Administrative Costs” means the fees, costs, and expenses incurred in connection with the administration of the Environmental Response Trust, including but not limited to: (a) fees and expenses of the Environmental Response Trust and its third-party professionals; and (b) real estate management, taxes, insurance, property marketing costs, and maintenance costs. “Administrative Costs” do not include “Environmental Costs” or any expenses incurred in overseeing, managing, and performing Environmental Actions, including, without limitation, expenses of the Environmental Response Trust and its third-party professionals.

1.1.3 “Applicable Insurance” means all primary and excess liability insurance policies, including but not limited to any environmental liability insurance, that the Debtors have asserted or could assert provides the Debtors (including Vertellus Specialties, Inc., and any other predecessor in interest) coverage for losses or liabilities relating to environmental releases or contamination with respect to any of the Debtors’ properties or any properties that were formerly owned or operated by any of the Debtors or their predecessors in interest, or the Tibbs Avenue Superfund Site, including but not limited to certain policies issued by Harbor Insurance and London Insurers, and the

insurance policies and agreements listed in Appendix ___ hereto. For the avoidance of doubt, “Applicable Insurance” does not include the “D & O Insurance Policies.”

1.1.4 “Bankruptcy Cases” has the meaning given in the recitals to this Environmental Response Trust Agreement.

1.1.5 “Bankruptcy Code” means Articles 101 *et seq.* of title 11 of the United States Code, and applicable portions of titles 18 and 28 of the United States Code, as the same may be amended from time to time and as applicable to Chapter 11 cases.

1.1.6 “Bankruptcy Court” means the United States Bankruptcy Court for the District of Delaware, or if the Bankruptcy Court abstains from exercising jurisdiction or is otherwise without jurisdiction over any matter arising out of this Environmental Response Trust Agreement, a United States District Court having competent jurisdiction with respect to such matters.

1.1.7 “Big John Salvage Site” means the Big John Salvage Superfund Site, consisting of the 38 acres of property located along the East Bank of the Monongahela River in Fairmont, Mario County, West Virginia.

1.1.8 “Business Day” means any date, other than a Saturday, Sunday, or “legal holiday” (as that term is defined in Bankruptcy Rule 9006(a)).

1.1.9 “CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq.*

1.1.10 “Cleveland Site” means the approximately 12-acre site located at 3201 Independence Road in Cleveland, Ohio, historically operated as a coal tar processing facility.

1.1.11 “Consultant” shall have the meaning set forth in Section 4.2.

1.1.12 “Contingent Fee” means any contingent fee negotiated between the Environmental Response Trustee and any attorney or law firm for the pursuit of any claim or cause of action for payment or recovery of any Applicable Insurance.

1.1.13 “D & O Insurance Policies” means all primary insurance policies of the Debtors that primarily provide for coverage for liability related to the actions and omissions of the Debtors’ directors and officers.

1.1.14 “Debtors” has the meaning given in the preamble.

1.1.15 “Dover Site” means the 3.7-acre Reilly Tar and Chemical Corp. (Dover Plant) site, located on Third Street in Dover, Ohio, and the site of a plant historically operated by Reilly Tar and Chemical Corp.

1.1.16 “Effective Date” means the Effective Date of the Plan as set forth in Article ____ of the Plan.

1.1.17 “Emergency Environmental Action” has the meaning set forth in Section 3.1.1(b) herein.

1.1.18 “Entity” has the meaning set forth in Section 101(15) of the Bankruptcy Code.

1.1.19 “Environmental Actions” means any and all environmental activities authorized or required under Environmental Law, or any and all environmental activities as directed by a Lead Agency, that occur after the Effective Date and that are related to any of the Environmental Response Trust Owned Properties, including but not limited to response or remedial actions, removal actions, corrective action, closure, or post-closure care, reclamation, investigations, studies, remediation, interim actions, final actions, emergency actions, water treatment, implementation of engineered structures and controls, monitoring, repair and replacement of engineered structures, monitoring equipment and controls, operation and maintenance, implementation, operation and maintenance of institutional controls, coordination and integration of reuse and remedial efforts and initiatives (including, without limitation, multi-stakeholder communications), and, if required, long-term stewardship and perpetual custodial care activities. “Environmental Actions” also include the above environmental activities relating to the migration of hazardous substances or contaminants emanating from the Environmental Response Trust Owned Properties. For the avoidance of doubt, “Environmental Actions” shall not include natural resource assessment or restoration.

1.1.20 “Environmental Agencies” means EPA, IDEM, UDEQ, OEPA, IEPA and WVDEP.

1.1.21 “Environmental Costs” means the costs and expenses of implementing Environmental Actions, including any expenses (including, without limitation, expenses of the Environmental Response Trust and its third party professionals) incurred in overseeing, managing and performing Environmental Actions, and the costs of payment of certain oversight costs (as provided below) of any Environmental Response Trust Beneficiary with respect to the Environmental Response Trust Owned Properties. “Environmental Costs” does not include “Administrative Costs.”

1.1.22 “Environmental Information” means all environmental reports, audits, analyses, records, studies and other documents containing non-privileged information prepared by or otherwise in the possession, custody or control of the Debtors or their technical consultants that are based on or otherwise reflect information related to environmental activities or conditions with respect to the Environmental Response Trust Owned Sites or related to insurance recovery under Applicable Insurance. For avoidance of doubt, Environmental Information shall include all technical and/or sampling data, but shall not include analysis of this data prepared in anticipation of litigation or otherwise subject to the attorney client privilege.

1.1.23 “Environmental Law” or “Environmental Laws” means, whenever in effect, all federal, state and local statutes, regulations, rules, ordinances and similar provisions having the force or effect of law, all judicial and administrative orders and determinations and all common law concerning public health and safety, worker health and safety, pollution or protection of the environment, including, without limitation, the Atomic Energy Act (“AEA”), CERCLA, Clean Water Act (“CWA”), Clean Air Act (“CAA”), Emergency Planning and Community Right-to-Know Act (“EPCRA”), Federal Insecticide, Fungicide, and Rodenticide Act (“FIFRA”), Resource Conservation and Recovery Act (“RCRA”), Safe Drinking Water Act (“SDWA”), Toxic Substances Control Act (“TSCA”), and any state or local equivalents.

1.1.24 “Environmental Response Trust” or “Trust” means the Vertellus Specialties Environmental Response Trust, contemplated by the Environmental Settlement Agreement and described in Article IV.J. of the Plan, which shall effectuate the transfer of, among other things, the Applicable Insurance, the Environmental Response Trust Owned Properties and the Environmental Response Trust Initial Funding pursuant to the terms of the Plan and this Environmental Response Trust Agreement. With respect to any action required or permitted to be taken by the Environmental Response Trust, the term includes the Environmental Response Trustee or any other Person or Entity authorized to take such action in accordance with this Environmental Response Trust Agreement.

1.1.25 “Environmental Response Trust Administrative Account” means the Environmental Response Trust account established by the Trustee pursuant to Section 2.2.3 to fund the payment of Administrative Costs.

1.1.26 “Environmental Response Trust Agreement” means this agreement, by and among the Debtors, Le Petomane XXIX, Inc., not individually but solely in its representative capacity as Environmental Response Trustee, the United States of America, the State of Indiana, the State of Utah, the State of Illinois, the State of Ohio, and the State of West Virginia, as Environmental Response Trust Owned Property Beneficiaries, which agreement shall establish the Environmental Response Trust in conformity with the provisions of the Plan and the Environmental Settlement Agreement, and shall be submitted with the Plan for approval in the Confirmation Order.

1.1.27 “Environmental Response Trust Assets” means all rights, claims, proceeds, and recoveries under or relating to the Applicable Insurance to the greatest extent permitted by law, the Environmental Response Trust Owned Properties, and the Environmental Response Trust Initial Funding, and such other assets, acquired, earned, or held by the Environmental Response Trust from time to time pursuant to this Environmental Response Trust Agreement, including Environmental Response Trust Proceeds.

1.1.28 “Environmental Response Trust Beneficiaries” means: (i) the Environmental Response Trust Owned Property Beneficiaries; (ii) the Government Agency Non-Owned Sites Beneficiaries; and (iii) the Third Party Beneficiaries.

1.1.29 “Environmental Response Trust Environmental Cost Account” means the account of that name described in Section 2.2.3.

1.1.30 “Environmental Response Trust Initial Funding” means (1) the Work Budget Excess Amount (as hereinafter defined) as of the Effective Date; and (2) cash in an aggregate amount of \$710,000.00, subject to reduction as provided in Section __ of the Plan.

1.1.31 “Environmental Response Trust Insurance Account” or “Insurance Account” means the Environmental Response Trust account established to receive, hold, and disburse payments and/or recoveries of payments and/or proceeds on claims under or relating to Applicable Insurance.

1.1.32 “Environmental Response Trust Owned Properties” means the Miley Avenue Site, the Provo Site, the Wendover Site, the Cleveland Site, the Granite City Site, and the Big John Salvage Site including all the rights, titles, and interests in and to, including, without limitation, all of the fee ownership in, all appurtenances, rights, easements, rights-of-way, mining rights, mineral rights, mineral claims, appurtenant groundwater rights, associated surface water rights, claims, and filings, permits, licenses, third-party warranties and guaranties for equipment or services to the extent transferable under bankruptcy law, or other interests (including without limitation all fixtures, improvements, personal property (tangible and intangible) and equipment located thereon as of the Effective Date).

1.1.33 “Environmental Response Trust Owned Property Beneficiaries” means the United States, the State of Indiana, the State of Utah, the State of Ohio, the State of Illinois, and the State of West Virginia.

1.1.34 “Environmental Response Trust Parties” means, collectively, the Environmental Response Trust, the Environmental Response Trustee and its affiliates and their shareholders, officers, directors, employees, members, managers, partners, affiliated entities, consultants, agents, accountants, attorneys or other professionals or representatives engaged or employed by the Environmental Response Trust or Environmental Response Trustee; provided however, that any contractors or consultants retained to perform or oversee Environmental Actions of the Environmental Response Trust (for the avoidance of doubt, other than the Environmental Response Trust, the Environmental Response Trustee and affiliated entities, and their shareholders, officers, directors, and employees) shall not be Environmental Response Trust Parties.

1.1.35 “Environmental Response Trust Proceeds” means the net proceeds of any liquidation, sale, lease, recovery or other disposition of or other proceeds in respect of the Environmental Response Trust Assets.

1.1.36 “Environmental Response Trustee” or “Trustee” means Le Petomane XXIX, Inc., not individually but solely in its representative capacity.

1.1.37 “Environmental Settlement Agreement” means the settlement agreement entered into by the Debtors, the purchaser, the creditors committee, the United States of America on behalf of EPA, the State of Ohio, on behalf of the Ohio Environmental Protection Agency, the State of Indiana, on behalf of the Indiana Department of Environmental Management, and the State of Utah, on behalf of the Utah Department of Environmental Quality, and approved by the Bankruptcy Court on October 14, 2016 (Dkt. # 466).

1.1.38 “EPA” means the United States Environmental Protection Agency.

1.1.39 “Excess Funding” has the meaning given in Section 2.4.4 herein.

1.1.40 “Financial Assurance” means any existing financial assurance, letters of credit, standby trust fund or surety bond required by any Consent Decree, administrative order on consent, or other settlement agreement to fund Environmental Actions and/or Work at or relating to the Environmental Response Trust Owned Properties or any other properties formerly owned or operated by any of the Debtors or their predecessors in interest (but not including the Tibbs Avenue Superfund Site).

1.1.41 “Government Agency” means any department, division, agency, or other component of the federal government or any state government.

1.1.42 “Government Agency Non-Owned Site” means the Joppa Site, the St. Louis Park Site, the Lower Passaic Site, the Dover Site, the Lima Site and the Quendall Site.

1.1.43 “Government Agency Non-Owned Site Reserve Account” means a segregated Trust account created by the Trustee, pursuant to Section 2.2.4 below.

1.1.44 “Government Agency Non-Owned Sites Beneficiaries” means: EPA for the St. Louis Park Site, the Lower Passaic Site, and the Quendall Site; NOAA and Interior for the Lower Passaic Site and the Quendall Site; IEPA for the Joppa Site; MPCA for the St. Louis Park Site; and OEPA for the Dover Site and the Lima Site.

1.1.45 “Granite City Site” means the approximately 20-acre site located at 1450 Edwardsville Road, Granite City, Illinois, on which Vertellus Specialties, Inc. (former Reilly Industries, Inc.) owned and operated a coal tar refinery.

1.1.46 “IDEM” means the Indiana Department of Environmental Management.

1.1.47 “IEPA” means the Illinois Environmental Protection Agency.

1.1.48 “Insurance Proceeds” means any payment, proceeds, or other recovery of any funds or other compensation for claims, causes of action, or other alleged rights of payment for or otherwise relating to Applicable Insurance.

1.1.49 “Internal Revenue Code” means the Internal Revenue Code of 1986, as amended.

1.1.50 “Joppa Site” means the approximately 230 acres of property in southern Massac County, Illinois, less than a mile east of the Village of Joppa along the northern bank of the Ohio River, on which a former wood preservation facility was located.

1.1.51 “Lead Agencies” means (i) IDEM for the Miley Avenue Site, (ii) UDEQ for the Provo Site and the Wendover Site, (iii) IEPA for the Granite City Site, (iv) EPA for the Big John Salvage Site, and (v) OEPA for the Cleveland Site. The Lead Agency for an Environmental Response Trust Owned Property may be changed upon joint written notice from the Lead and Non-Lead Agencies for that site.

1.1.52 “Lima Site” means the approximately 55 acres of property located at 1403 Neubrecht Road, Lima, Ohio, where the Debtors’ corporate predecessors owned and operated a creosote treating operation between approximately 1938 and 1972.

1.1.53 “Liquidation Plan” or “Plan” means the Debtors’ Plan of Liquidation under Chapter 11 of the Bankruptcy Code, filed in this action on December 15, 2016 (Dkt. # 603), including exhibits and supplements, either in its present form or as it may be altered, amended, modified or supplemented from time to time in accordance with the Bankruptcy Code or the Bankruptcy Rules.

1.1.54 “Liquidating Trust” means the trust described in Article IV.E of the Plan to be established under Delaware trust law that shall effectuate the wind down of the Debtors and make distributions pursuant to the terms of the Plan and Liquidating Trust Agreement.

1.1.55 “Liquidating Trustee” means the Person appointed by the Creditors Committee, subject to Debtors’ approval, to administer the Liquidating Trust in accordance with the terms of the Liquidating Trust Agreement and as identified in the Plan Supplement.

1.1.56 “Lower Passaic Site” means the 17-mile Lower Passaic River Study Area of the Diamond Alkali Superfund Site in Newark, New Jersey. The Diamond Alkali Superfund Site consists of a former pesticide manufacturing facility located at 80 Lister Avenue and surrounding property located at 120 Lister Avenue in Newark, New Jersey; the 17-mile LPRSA; the Newark Bay Study Area, which includes Newark Bay and portions of the Hackensack River, the Arthur Kill, and the Kill Van Kull; and the areal extent of contamination at these locations.

1.1.57 “Miley Avenue Site” means the 3 to 5-acre site located at 737 Miley Avenue in Indianapolis, Indiana, near the White River and adjacent to a railroad, where the Debtors’ corporate predecessors owned and operated a coal tar distillery and creosote wood treating operation between approximately 1896 and 1923.

1.1.58 “MPCA” means the Minnesota Pollution Control Agency.

1.1.59 “Non-Lead Agency” means the EPA for the Granite City Site, the Miley Avenue Site, the Provo Site, the Wendover Site, the Cleveland Site, and WVDEP for the Big John Salvage Site. The Non-Lead Agency for an Environmental Response Trust Owned Property may be changed by joint written notice from the Lead and Non-Lead Agencies.

1.1.60 “OEPA” means the Ohio Environmental Protection Agency.

1.1.61 “Parties” means the Debtors, the Environmental Response Trustee, the United States, the State of Indiana, the State of Utah, the State of Ohio, the State of Illinois, and the State of West Virginia.

1.1.62 “Person” means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, charitable foundation, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

1.1.63 “Provo Site” means the property located at 2555 South Industrial Parkway in Provo, Utah, on which the Debtors’ corporate predecessors operated a coal tar refinery for approximately 80 years.

1.1.64 “QSF Regulations” has the meaning given in the recitals.

1.1.65 “Quendall Site” means the Quendall Terminals Superfund Site located on the shore of Lake Washington, in Renton, Washington.

1.1.66 “Real Property Information” means all non-privileged documents in Debtors’ possession, custody, or control, or reasonably obtainable by Debtors, related to property ownership, property taxes, leases, contracts, security, insurance, or administration or potential sales of an Environmental Response Trust Owned Property.

1.1.67 “Special Insurance Counsel” means any attorney retained or directed by the Environmental Response Trustee to pursue or assist in obtaining payment or recovery of claims or other rights to payment under or relating to Applicable Insurance.

1.1.68 “St. Louis Park Site” means the St. Louis Park Superfund Site in St. Louis Park, Minnesota.

1.1.69 “Superfund” means the “Hazardous Substance Superfund” established by 26 U.S.C. § 9507 or, in the event such Hazardous Substance Superfund no longer exists, any successor fund or comparable account of the Treasury of the United States to be used for removal or remedial actions to address releases or threats of releases of hazardous substances.

1.1.70 “Third-Party Beneficiaries” means the beneficiaries to this Environmental Response Trust Agreement set forth in Appendix _____. The Third-Party Beneficiaries’ only rights under this Environmental Response Trust Agreement is to the receipt of funds, if any, pursuant to Section 3.2.2(c) hereof and consistent with the allocation of insurance payments set forth in Appendix A to this Environmental Response Trust Agreement.

1.1.71 “UDEQ” means the Utah Department of Environmental Quality.

1.1.72 “United States” means the United States of America on behalf of EPA, DOI and NOAA.

1.1.73 “Wendover Site” means the property in Wendover, Utah, in the NW ¼ of the NE ¼ of Section 21, T1S, R19W, SLB&M, out of 4-122-1, 40.00AC, in Toole County, Utah, that was owned by the Debtors and is the site of a former salt cake recycling facility.

1.1.74 “Wind-Down Budget” means the wind-down budget funded to the Debtors in connection with the closing of the sale of substantially all of the Debtors’ assets, which was a subset of the “Funds Flow Memorandum” filed as Exhibit A to the Plan.

1.1.75 “Work” means any response, removal, investigation, sampling, remediation, reclamation, closure, post-closure, corrective action, engineering controls, institutional controls, deed restrictions, oversight costs and operations and maintenance activities authorized or required under CERCLA, RCRA, applicable consent decrees, consent agreements, settlements, and orders or other applicable laws.

1.1.76 “Work Budget” means the \$450,000 in the Wind-Down Budget reserved for Work expenses incurred prior to the Effective Date.

1.1.77 “Work Budget Excess Amount” means any amount remaining under the Work Budget as of the Effective Date, less reserves for accrued Work expenses incurred by the Debtors.

1.1.78 “WVDEP” means the West Virginia Department of Environmental Protection.

ARTICLE II
THE ENVIRONMENTAL RESPONSE TRUST

2.1 Creation of the Environmental Response Trust and Transfer of Environmental Response Trust Assets

2.1.1 Pursuant to the Environmental Settlement Agreement and the Plan, the Parties hereby establish, on behalf of the Environmental Response Trust Beneficiaries named herein, and VSI Liquidating Inc. hereby transfers, assigns, and delivers, by good title and other appropriate instruments to, the Environmental Response Trust, or to the Environmental Response Trustee, not individually but solely in its representative capacity as Environmental Trustee, if the law of the state in which the property to be transferred is situated prohibits a trust entity from holding such title, on behalf of the Environmental Response Trust Beneficiaries, all of the Debtors' right, title, and interest in and to the Environmental Response Trust Assets.

Upon execution of this Environmental Response Trust Agreement, the Environmental Response Trustee shall be authorized to take all steps necessary to complete the formation of the Environmental Response Trust. The Environmental Response Trust shall be administered by the Environmental Response Trustee in accordance with this Environmental Response Trust Agreement, shall be known as the Vertellus Specialties Environmental Response Trust, and is also referred to herein as the Environmental Response Trust.

2.1.2 Prior to the Effective Date, the Debtors shall deliver title commitments for all properties to be conveyed to the Environmental Response Trust. The title commitments shall show the applicable Debtor in title and no liens, claims or encumbrances of record.

On the Effective Date, the Debtors shall transfer, assign, and deliver by Quit Claim Deed to the Environmental Response Trust, or to the Environmental Response Trustee, not individually but solely in its representative capacity as Environmental Response Trustee, if the law of the state in which the property to be transferred is situated prohibits a trust entity from holding such title, on behalf of the Environmental Response Trust Beneficiaries, all of the Debtors' right, title and interest in and to the Environmental Response Trust Owned Properties, and, as it relates to water rights and personal property, by bill of sale, and in accordance with Section 1141 of the Bankruptcy Code, all such assets shall automatically vest in the Environmental Response Trust. The Debtors and the Liquidating Trustee shall retain no ownership or other residual interest whatsoever with respect to the Environmental Response Trust or the Miley Avenue, Provo, Wendover, Cleveland, Granite City, or Big John Salvage Sites. Additional real property shall be transferred to the Environmental Response Trust only with the written consent of all Environmental Response Trust Owned Property Beneficiaries and the Environmental Response Trustee.

The foregoing transfers shall be: (i) free and clear of all claims, liens, encumbrances and interests against the Debtors, including mechanics' liens and other

liens for the payments of monetary claims, such as property taxes, or other monetary claims asserted or that could have been asserted in the bankruptcy proceeding, but shall remain subject to any existing *in rem* claims that do not secure payment of monetary claims (such as easements or deed restrictions); (ii) subject to any rights of the Environmental Response Trust Agreement; and (iii) accomplished by the transfer of good title, with all such conveyance documents to be agreed to in form by the Debtors and the Environmental Response Trustee.

The grantee for each such deed and personal property bill of sale shall be the Environmental Response Trust by and through Le Petomane XXXIX, Inc., not individually but solely in its representative capacity as the Environmental Response Trustee. The Environmental Response Trust shall not be responsible for, and the Debtors shall be responsible for, in accordance with the Plan and applicable bankruptcy law, any invoices, statements, and amounts relating to the Miley Avenue, Provo, Wendover, Cleveland, Granite City, and Big John Salvage Sites for the period prior to the Effective Date even if such items are issued after the Effective Date or are not known of at the time of the Effective Date; provided, however, that the Debtors or Liquidating Trust (as applicable) shall reserve adequate funds from the Work Budget to cover unpaid invoices for Work performed under the Work Budget prior to the Effective Date and any remaining funds in the reserve shall be paid promptly to the Environmental Response Trust.

2.1.3 The Debtors, as applicable, will reasonably cooperate with the United States on behalf of EPA, the State of Utah on behalf of UDEQ, the State of Indiana on behalf of IDEM, the State of Ohio, the State of Illinois on behalf of IEPA, the State of West Virginia on behalf of WVDEP, and the Environmental Response Trustee to deliver to the title company (which will record or cause to be recorded in the appropriate real property records) the transfer documents as soon as reasonably practicable, but not to exceed 30 days after the Effective Date. In addition to and simultaneously with the payment set forth in Section 2.1.1 herein, the Debtors shall pay to the Environmental Response Trust an amount equal to the recording costs and transfer fees relating to the title transfers for the Environmental Response Trust Owned Properties. No deeds are to be recorded until all payments referenced in this Paragraph are made.

2.1.4 In addition to and simultaneously with the payment set forth in Section 2.1.1 herein, the Debtors shall pay all taxes previously assessed and due on the Environmental Response Trust Owned Properties wherein a tax bill has been issued. In addition, the Debtors shall, for each such property, pay an amount equal to the proration of 105% of the last ascertainable tax bill for the period of time from the last ascertainable tax bill up to and including the Effective Date. The Debtors shall execute, or cause to be executed, and record, if necessary, all necessary releases of any liens or security interests held by any of the Debtors against the Environmental Response Trust Owned Properties.

2.1.5 Prior to the Effective Date, the Debtors shall reasonably cooperate with the Environmental Response Trust and transfer all Environmental Information and Real Property Information to the Environmental Response Trust in a mutually agreed upon manner. After the Effective Date, the Debtors, the Liquidating Trust, and their successors

shall continue to reasonably cooperate and respond to requests for Environmental Information and Real Property Information for a period of no less than six (6) months after the Effective Date.

2.1.6 *Transfer and Assignment of Applicable Insurance.* On the Effective Date, the Debtors shall transfer and assign to the Environmental Response Trust, by and through Le Petomane XXIX, Inc., not individually but solely in its representative capacity as Environmental Response Trustee, their rights, claims, proceeds, and recoveries under or relating to Applicable Insurance to the greatest extent permitted by applicable law. The Debtors and the Liquidating Trust shall retain no rights or interests whatsoever in the Applicable Insurance. The Environmental Response Trust shall not be responsible for, and the Debtors shall be responsible for, in accordance with the Plan and applicable bankruptcy law, any invoices, statements, and amounts relating to the Applicable Insurance for the period prior to the Effective Date even if such items are issued after the Effective Date or are not known of at the time of the Effective Date; provided, however, that Debtors and the Liquidating Trust shall not be liable for any deductible under any of the Applicable Insurance. The Environmental Response Trust shall become the legal successor-in-interest to and shall succeed to all of the Debtors' rights, title, and interest in all rights, claims, proceeds, and recoveries under or relating to the Applicable Insurance to the greatest extent permitted by law. For the sole purpose of securing insurance recoveries by the Environmental Response Trust, the Environmental Response Trust shall succeed to the liabilities of the Debtors with respect to the Environmental Response Trust Owned Properties and the Non-Owned Properties. To the extent applicable, any other rights to reimbursement or contribution for response action (whether contractual or otherwise) held by the Debtors as of the Effective Date shall be transferred to the Environmental Response Trust.

2.1.7 The Debtors, as applicable, shall reasonably cooperate with and assist the Environmental Response Trustee to: (a) effectively transfer and assign all rights, claims, proceeds and recoveries under or relating to the Applicable Insurance to the greatest extent permitted by law to the Environmental Response Trust, free and clear of any remaining right or interest in, or claim with respect to, the Applicable Insurance; and (b) in (i) asserting and pursuing claims for coverage under those policies and (ii) negotiating or litigating to obtain the most favorable resolution of claims under those policies as is reasonable.

2.1.8 Any and all payments and/or proceeds for claims under, or otherwise relating to, the Applicable Insurance shall be paid in the first instance to the Trust, and deposited into the Trust and disbursed therefrom by the Trustee consistent with the provisions of Section 3.2 below.

2.2 Transfer of Funding and Creation of the Environmental Response Trust Environmental Cost and Administrative Accounts

2.2.1 The Funding. On the Effective Date, the Debtors shall cause the Environmental Response Trust Initial Funding to be transferred to or at the written direction of the Environmental Response Trustee.

2.2.2 Transfer of Financial Assurance. As soon as reasonably practicable, but only at the discretion of and with the written consent of the Government Agency beneficiaries to an instrument of Financial Assurance, and as permitted by the applicable consent decree, administrative order, or other applicable settlement agreement, the Debtors shall cooperate in the transfer and assignment of such instrument of Financial Assurance or proceeds thereof for Environmental Response Trust Owned Properties to the Environmental Response Trust Environmental Cost Account for the site to which it pertains. The Environmental Response Trust shall hold all Financial Assurance or proceeds thereof received in trust for the sole benefit of the applicable Environmental Response Trust Owned Properties Beneficiary and shall manage and disburse the Financial Assurance in accordance with Article III of this Environmental Response Trust Agreement.

2.2.3 Creation of the Environmental Response Trust Environmental Cost, Administrative, and Insurance Accounts. Upon receipt of the Environmental Response Trust Owned Properties and the Environmental Response Trust Initial Funding, the Environmental Response Trustee shall create an Environmental Response Trust Administrative Account and a segregated and clearly named Environmental Response Trust Environmental Cost Account for each Environmental Response Trust Owned Property, except that the Trustee shall create a single Environmental Response Trust Environmental Cost Account for the Provo Site and the Wendover Site.

The purpose of the Environmental Response Trust Administrative Account shall be to provide funding for the Administrative Costs. The purpose of each Environmental Response Trust Environmental Cost Account shall be to provide funding for Environmental Actions and Environmental Costs and certain future regulatory fees and oversight costs of the Lead Agency for the Environmental Response Trust Owned Property or Properties for which the account in question was created and named. Funds in an Environmental Response Trust Environmental Cost Account may only be used for the Environmental Response Trust Owned Property or Properties for which the account was created and named, and may not be used for any other Environmental Response Trust Owned Property or Properties, except as provided in Section 2.4 herein. Funding for the Environmental Response Trust Environmental Cost Account for the Miley Avenue Site shall be held in trust for Environmental Actions with respect to the Miley Avenue Site. Funding for the Environmental Response Trust Environmental Cost Account for the Provo and Wendover Sites shall be held in trust for Environmental Actions with respect to the Provo Site and the Wendover Site. Funding for the Environmental Response Trust Environmental Cost Account for the Cleveland Site shall be held in trust for Environmental Actions with respect to the Cleveland Site. Funding for the Environmental Response Trust Environmental Cost Account for the Granite City Site shall be held in trust for Environmental Actions with respect to the Granite City Site. Funding for the Environmental Response Trust Environmental Cost Account for the Big John Salvage Site shall be held in trust for Environmental Actions with respect to the Big John Salvage Site.

The Environmental Response Trustee shall also, upon receipt of the Environmental Response Trust Initial Funding, create a segregated Environmental

Response Trust Insurance Account. Payments and/or proceeds for any and all claims under or relating to the Applicable Insurance shall be held in trust in the Environmental Response Trust Insurance Account for disbursements from that account as set forth herein.

Upon receipt of the Environmental Response Trust Initial Funding, the sum of \$_____ shall be placed in the Environmental Response Trust Environmental Cost Account for the Miley Avenue Site; the sum or \$_____ shall be placed in the Environmental Response Trust Environmental Cost Account for the Provo and Wendover Sites; the sum of \$_____ shall be placed in the Environmental Response Trust Environmental Cost Account for the Cleveland Site; the sum of \$_____ shall be placed in the Environmental Response Trust Environmental Cost Account for the Granite City Site; the sum of \$_____ shall be placed in the Environmental Response Trust Environmental Cost Account for the Big John Salvage Site; and the sum of \$_____ shall be placed in the Insurance Account.

The balance of the Environmental Response Trust Initial Funding shall be deposited in the Environmental Response Trust Administrative Account. Subject to Section 2.7, the income and gains from any investment of the Environmental Response Trust Assets shall be allocated, paid and credited to the account in which the assets generating the income and gains are deposited.

2.2.4 With respect to the Joppa Site, the St. Louis Park Site, and the Dover Site, the Environmental Response Trustee shall create a segregated and clearly named separate account for each site to receive and distribute Insurance Proceeds relating to that site, to be known as the "Government Agency Non-Owned Site Reserve Account" for that site.

2.2.5 Any Environmental Response Trust account may be divided into such number of trust subaccounts dedicated for specific uses by the Trustee after consultation with the Lead Agencies, the Non-Lead Agencies, and EPA, as appropriate, to comply with the terms of, and implement this Environmental Response Trust Agreement.

2.2.6 For all federal income tax purposes, the Environmental Response Trustee and the Debtors shall seek to treat the transfer of the Environmental Response Trust Assets by the Debtors to the Environmental Response Trust as a transfer to a qualified settlement fund pursuant to section 468B of the Internal Revenue Code and the QSF Regulations. The Environmental Response Trustee shall at all times seek to have the Environmental Response Trust treated as a "qualified settlement fund" as that term is defined in the QSF Regulations. The Bankruptcy Court shall retain continuing jurisdiction over the Environmental Response Trust and its accounts sufficient to satisfy the requirements of the QSF Regulations. The Environmental Response Trustee shall cause any taxes imposed on the earnings of the Environmental Response Trust to be paid out of such earnings and shall comply with all tax reporting and withholding requirements imposed on the Environmental Response Trust under applicable tax laws. Taxes imposed upon earnings accruing to the Environmental Response Trust Environmental Cost Account for an Environmental Response Trust Owned Property shall be paid from that Environmental Response Trust Environmental Cost Account. The

Environmental Response Trustee shall be the “administrator” of the Environmental Response Trust pursuant to Treasury Regulation section 1.468B-2(k)(3).

2.3 Objectives and Purposes

The purpose of the Environmental Response Trust shall be to: (i) own the Environmental Response Trust Owned Properties; (ii) carry out administrative and property management functions related to the Environmental Response Trust Owned Properties; (iii) manage and/or fund implementation of future Environmental Actions approved by the Lead or Non-Lead Agencies with respect to the Environmental Response Trust Owned Properties; (iv) receive the assignment and transfer of all rights, claims, proceeds, and recoveries under or relating to the Applicable Insurance to the greatest extent permitted by law; (v) take all reasonable and necessary steps to pursue recovery of claims against or relating to the Applicable Insurance; (vi) receive and manage all recoveries, proceeds, and payments from or relating to the Applicable Insurance; (vii) make disbursements to the Environmental Response Trust Owned Property Beneficiaries, the Government Agency Non-Owned Sites Beneficiaries, and the Third Party Beneficiaries of payments, proceeds, or other funds recovered from, pursuant to, or with respect to the Applicable Insurance consistent with the allocation of insurance payments set forth in Appendix ___ to this Environmental Response Trust Agreement; (viii) fulfill other obligations as set forth in the Environmental Settlement Agreement; (ix) pay certain future oversight costs; and (x) ultimately sell, transfer, or otherwise dispose or facilitate the reuse of all or part of the Environmental Response Trust Owned Properties, if possible, all as provided herein with no objective or authority to engage in any trade or business. The performance by the Environmental Response Trustee of its duties under this Environmental Response Trust Agreement, including but not limited to the sale, lease, or other disposition of some or all of the Environmental Response Trust Owned Properties, shall not be considered to be the Environmental Response Trustee’s engaging in a trade or business.

2.4 Management of Environmental Response Trust Assets

2.4.1 The Environmental Response Trust hereby accepts and agrees to hold the Environmental Response Trust Assets in the Environmental Response Trust for the benefit of the Environmental Response Trust Beneficiaries for the purposes described in Section 2.3 above, subject to the terms of the Environmental Settlement Agreement, this Environmental Response Trust Agreement, and any applicable orders of the Bankruptcy Court.

2.4.2 Consistent with this Environmental Response Trust Agreement and the Environmental Settlement Agreement, the Environmental Response Trustee shall use each Environmental Response Trust Environmental Cost Account to fund Environmental Actions and certain future oversight costs approved by the applicable Lead Agency pursuant to applicable Environmental Law at or for the benefit of the Environmental Response Trust Owned Property for which that Environmental Response Trust Environmental Cost Account was created. The Environmental Response Trustee shall

use the Environmental Response Cost Administrative Account to fund the Administrative Costs of the Environmental Response Trust that have been approved by EPA.

2.4.3 The Environmental Response Trustee may enter into an administrative order on consent and/or consent decree or consent order with the United States, the State of Utah, the State of Indiana, the State of Ohio, the State of Illinois, and/or the State of West Virginia, and may perform work pursuant to unilateral administrative orders issued by the Environmental Agencies or EPA to facilitate implementation of this Section with respect to the Environmental Response Trust Owned Properties, to the extent of available funds, in accordance with this Environmental Response Trust Agreement.

2.4.4 The Lead and Non-Lead Agency for a particular Environmental Response Trust Owned Property may agree in writing at any time after the Effective Date that, based on new information about the estimated cost of an Environmental Action or the assumption of liability by a buyer or other party for Environmental Action at that Environmental Response Trust Owned Property, the actual funding needed for the property is less than was projected by the Lead Agency for that Site (“Excess Funding”). In such event, the United States and the Lead Agency for the Environmental Response Trust Owned Property may instruct the Trustee jointly in writing that such Excess Funding be transferred to one or more of the other Environmental Response Trust Environmental Cost Accounts established under this Environmental Response Trust Agreement, or to the Environmental Response Trust Administrative Account, if there are remaining actions to be performed and a demonstrated need for additional trust funding or, to the extent there are no such remaining actions with a demonstrated need for additional funding, to the Superfund, a clean-up fund or account in Indiana to be designated by IDEM, a clean-up fund or account in Utah to be designated by UDEQ, a clean-up fund or account in Illinois to be designated by IEPA, and/or a clean-up fund or account in West Virginia to be designated by WVDEP.

2.4.5 After the Lead and Non-Lead Agencies have confirmed in writing to the Environmental Response Trustee that all final actions have been completed and all final costs have been disbursed for any Environmental Response Trust Owned Property, any funds remaining in the Environmental Response Trust Environmental Cost Account for that property shall be transferred in the following order: (i) first, in accordance with written instructions provided by the Lead Agency for the property, to other Environmental Response Trust Environmental Cost Accounts for one or more of the Environmental Response Trust Owned Properties, if there are remaining actions to be performed and a demonstrated need for additional funding, or to the Environmental Response Trust Administrative Account; (ii) second, upon written confirmation by the Lead Agency for the property, to the Superfund, a clean-up fund or account in Indiana to be designated by IDEM, a clean-up fund or account in Utah to be designated by UDEQ, a clean-up fund or account to be designated by IEPA, and/or a clean-up fund or account in West Virginia to be designated by WVDEP.

2.4.6 Annually, beginning with the first year after the Effective Date, the Environmental Response Trustee shall provide the Environmental Response Trust Beneficiaries with a written update of anticipated future Administrative Costs of the

Environmental Response Trust. At any time on or after eight (8) years after the Effective Date, the United States, the State of Indiana and the State of Utah, the State of Ohio, the State of Illinois, and the State of West Virginia may instruct the Trustee in writing, after consultation with the Trustee, that any conservatively projected surplus funding in the Environmental Response Trust Administrative Account be transferred to one or more of the other Environmental Response Trust Environmental Cost Accounts if there are remaining actions to be performed and with a need for additional trust funding.

2.4.7 If the Environmental Response Trustee determines at any time that it anticipates a shortfall in the Environmental Response Trust Administrative Account based on anticipated future Administrative Costs of the Environmental Response Trust, funds from any of the Environmental Response Trust Environmental Cost Accounts may be transferred to the Environmental Response Trust Administrative Account upon the agreement in writing of the United States, the State of Indiana, and the State of Utah, the State of Ohio, the State of Illinois, and the State of West Virginia.

2.5 Investment and Safekeeping of Environmental Response Trust Assets

2.5.1 The Environmental Response Trust Assets, until sold as provided herein, shall be held in trust and segregated. All interest, dividends, and other revenue earned in the Environmental Response Trust Environmental Cost Accounts, the Environmental Response Trust Administrative Account, or the Environmental Response Trust Insurance Account, shall be retained in the respective account and used only for the same purposes as the principal in that account as provided in this Environmental Response Trust Agreement, subject to any transfers to or from an Environmental Response Trust account approved by the Environmental Agencies as set forth in Section 2.4.

2.5.2 The Environmental Response Trustee shall be under no liability for interest or producing income on any moneys received by the Environmental Response Trust hereunder and held for distribution or payment as provided in this Environmental Response Trust Agreement, except as such interest shall actually be received by the Environmental Response Trust. Investments of any moneys held by the Environmental Response Trust shall be administered in a manner consistent with the standards and requirements applicable to an Environmental Response Trustee in connection with a t provided by law, this Environmental Response Trust Agreement shall be governed and strued in all respects consisEnvironmental Response Trust Assets, Environmental Response Trust Proceeds, or any income earned by the Environmental Response Trust, shall be limited to the right and power to invest such assets (pending periodic distributions in accordance with Article II hereof) in demand and time deposits, such as certificates of deposit, in banks or other savings institutions whose deposits are federally insured, or other liquid investments, such as Treasury bills; and provided further, that the scope of any such permissible investments shall be limited to include only those investments, or shall be expanded to include any additional types of investments as agreed to in writing by the Environmental Response Trust Owned Property Beneficiaries for an Environmental Response Trust Environmental Cost Account, and these additional types of investments shall be specifically detailed in writing including a directive that the Environmental Response Trust is authorized to make, in each case, such investments that

a liquidating trust, within the meaning of Treasury Regulation section 301.7701-4(d), may be permitted to hold, pursuant to Treasury Regulations, or any modification in the IRS guidelines, whether set forth in IRS rulings, other IRS pronouncements or otherwise (although the Parties acknowledge and agree that the Environmental Response Trust is properly characterized for federal tax purposes as a qualified settlement fund within the meaning of Section 1.468B-1 of the Treasury Regulations, and not as a liquidating trust under Section 301.7701-4(d) of the Treasury Regulations).

2.5.3 The Environmental Response Trustee is expressly prohibited from holding any or all of the Environmental Response Trust Assets in a common, commingled or collective trust fund and from holding any or all of the Environmental Response Trust Assets in a common, commingled or collective trust fund with the assets of any other entity. However, the funds provided for Administrative Costs can be held in one account.

2.5.4 Nothing in this Section shall be construed as authorizing the Environmental Response Trustee to cause the Environmental Response Trust to carry on any business or to divide the gains therefrom, including without limitation, the business of an investment company, a company “controlled” by an “investment company,” required to register as such under the Investment Company Act of 1940, as amended. The sole purpose of this Section 2.7 is to authorize the investment of the funds in the Environmental Response Trust Environmental Cost Accounts, the Environmental Response Trust Administrative Account, the Environmental Response Cost Insurance Account, or in any Government Agency Non-Owned Site Reserve Account, or any portions thereof as may be reasonably prudent pending use of the proceeds for the purposes of the Environmental Response Trust.

2.5.5 The Environmental Response Trust Parties shall not incur any liability for following any written direction or order to act (or to refrain to act) from any Environmental Response Trust Beneficiary so long as such written direction is not inconsistent with this Environmental Response Trust Agreement and Environmental Settlement Agreement.

2.6 Insurance Policy to Cover Future Response Actions

The Environmental Response Trustee may investigate the possible purchase of one or more insurance policies to cover future Environmental Actions and general liability at the Environmental Response Trust Owned Properties and may make recommendations to the Environmental Response Trust Owned Property Beneficiaries regarding such insurance. If, and only if, the Lead and Non-Lead Agency for an Environmental Response Trust Owned Property jointly authorize the Environmental Response Trustee in writing to purchase such insurance, shall the Environmental Response Trustee use Environmental Trust Assets to purchase such insurance.

2.7 Access and Deed Restrictions

The Environmental Response Trustee shall provide the Lead and Non-Lead Agencies and their representatives and contractors access to all portions of the Environmental Response Trust Owned Properties that the Environmental Response Trust owns at all reasonable times for the purposes of conducting Environmental Actions at or near the Environmental Response Trust Owned Properties. The Environmental Response Trustee shall implement any institutional controls or deed restrictions requested in writing by the Lead and Non-Lead Agencies with respect to any of the Environmental Response Trust Owned Properties. The Environmental Response Trustee shall execute and record with the appropriate recorder's office any easements or deed restrictions requested in writing by the Lead and Non-Lead Agencies for restrictions on use of an Environmental Response Trust Owned Property in order to protect public health, welfare or safety or the environment or ensure non-interference with or protectiveness of any action. Any existing easements or deed restrictions of record as to any Environmental Response Trust Owned Property prior to the Effective Date of this Environmental Response Trust Agreement shall survive this Environmental Response Trust Agreement. The Environmental Response Trustee shall abide by the terms of any institutional controls or deed restrictions in place or of record as to any Environmental Response Trust Owned Property; provided however, that nothing herein shall create any personal liability for any Environmental Response Trust Party due to the Environmental Response Trustee's failure to abide by any institutional controls of which the Environmental Response Trustee is unaware.

2.8 Accounting

The Environmental Response Trustee shall maintain proper books, records, and accounts relating to all transactions pertaining to the Environmental Response Trust, and the assets and liabilities of the Environmental Response Trust in such detail and for such period of time as may be necessary to enable the Environmental Response Trustee to make full and proper accounting in respect thereof in accordance with Article VI below and to comply with applicable provisions of law and good accounting practices. Except as otherwise provided in this Environmental Response Trust Agreement or by the Environmental Settlement Agreement, the Environmental Response Trustee shall not be required to file any accounting or seek approval of the Bankruptcy Court with respect to the administration of the Environmental Response Trust, or as a condition for making any payment or distribution out of the Environmental Response Trust Assets. The Environmental Response Trust Beneficiaries shall have the right upon fourteen (14) days' prior written notice delivered to the Environmental Response Trustee to inspect such books and records.

2.9 Termination

The Environmental Response Trustee shall not unduly prolong the duration of this Environmental Response Trust Agreement and shall at all times endeavor to complete the Environmental Response Trust's objectives and purposes, resolve, settle, or otherwise dispose of all claims against Environmental Response Trust Assets to effect the

distribution of any remaining Environmental Response Trust Assets and other receipts relating thereto to the Environmental Response Trust Beneficiaries, and to terminate the Environmental Response Trust as soon as practicable consistent with this Environmental Response Trust Agreement and the Environmental Settlement Agreement.

2.10 Property Disposition

2.10.1 The Environmental Response Trustee may, at any time, seek the written approval of the Lead and Non-Lead Agencies for the sale or lease or other disposition of all or part of an Environmental Response Trust Owned Property or any personal property associated therewith. Subject to the written approval of the Lead and Non-Lead Agency, for a particular Environmental Response Trust Owned Property, the Environmental Response Trustee may propose a sale, lease, or disposition of that property that includes funding from the respective Environmental Response Trust Environmental Cost Account, provided that the net effect of any proposed sale, lease or disposition is to lessen the total financial obligations and liabilities as would otherwise be incurred in the absence of any such sale, lease, or disposition.

2.10.2 The Environmental Response Trust may, upon notice to and approval in writing by EPA and the State of West Virginia, transfer ownership of the Big John Salvage Site to the Fairmont Steel Cook Works Custodial Trust. The Environmental Response Trust may also, upon notice to and approval in writing by EPA and the State of Indiana, transfer ownership of the Miley Avenue Site to Cargill Dry Corn.

2.10.3 In the event of any approved sale or lease or other disposition of Environmental Response Trust Owned Properties or any personal property associated therewith, the proceeds will be paid as follows:

(a) From the gross proceeds, the Environmental Response Trustee shall return to the Environmental Response Trust Administrative Account any amount expended from the Environmental Response Trust Administrative Account in connection with the sale, lease or other disposition.

(b) The remaining proceeds shall be paid to the Environmental Cost Account for the Environmental Response Trust Owned Property in connection with the property sold.

2.10.4 The parties agree that the rule against perpetuities does not apply to the Environmental Response Trust, but to the extent that any rule against perpetuities or a rule governing or limiting vesting, accumulations, the suspension of alienation, or the like shall be deemed applicable, the Environmental Response Trust shall automatically terminate on the date 90 days after the date on which 21 years less 91 days pass after the death of the last survivor of all of the descendants of the late Joseph P. Kennedy, Sr., father of the late President John F. Kennedy, living on the date hereof, and provided further that if the Environmental Response Trust owns real property located in any jurisdiction that sets a maximum duration for interests in real property located in such jurisdiction held in trust under a rule against perpetuities or a rule governing or limiting

vesting, accumulations, the suspension of alienation, or the like, that for the Environmental Response Trust is shorter than the date 90 days after the date on which 21 years less 91 days pass after the death of the last survivor of all of the descendants of the late Joseph P. Kennedy, Sr., father of the late President John F. Kennedy, living on the date hereof, the Environmental Response Trust shall automatically terminate as to such Property upon the expiration of the maximum period authorized pursuant to the laws of such jurisdiction. If the Environmental Response Trust is terminated in whole or in part pursuant to this Subsection, title to the relevant Property or Properties as to which the Environmental Response Trust is terminated shall be transferred outright and free of trust to or at the written direction of the United States in consultation with any of the States in which the relevant Property or Properties are located, provided, however, that the disposition of all relevant Property or Properties shall be governed by applicable state and federal law, or by agreement of the Environmental Response Trustee, the United States, and the applicable State, or by order of the Court, and further provided that neither the United States or any State will be required to accept an ownership interest in the relevant Property or Properties as to which the Environmental Response Trust is terminated.

ARTICLE III WORK AND DISTRIBUTIONS

3.1 Work and Distributions Relating to Environmental Response Trust Owned Properties

3.1.1 Payments, Funding, Fees, and Expenses

3.1.1(a) Payments by the Environmental Response Trust

The Environmental Response Trustee shall provide the Lead and Non-Lead Agencies for the Environmental Response Trust Owned Properties with balance statements and proposed budgets as described in Sections 3.1.1(c) and 3.1.1(e) of this Environmental Response Trust Agreement. The Environmental Response Trustee shall not pay any expense that has not been provided for in the applicable budget and approved by the Lead Agency or, in the case of costs incurred by the Environmental Response Trust Administrative Account, by the EPA.

3.1.1(b) Emergency Funding

In the event of an emergency at an Environmental Response Trust Owned Property (i) requiring the performance of an Environmental Action within hours or days of the Environmental Response Trustee first receiving notice of the emergency, and (ii) that does not permit sufficient time to amend the annual budget for that property, the Environmental Response Trustee may utilize funding from the property's Environmental Response Trust Environmental Cost Account to undertake Environmental Actions necessary to respond to the emergency (the "Emergency Environmental Action"). If an Emergency Environmental Action is performed by the Lead Agency or Non-Lead Agency, the Environmental Response Trustee may reimburse the Lead Agency (or the Non-Lead Agency, if the Lead Agency concurs in writing) for such Emergency

Environmental Action from the Environmental Response Trust Environmental Cost Account for the Environmental Response Trust Owned Property in question. Nothing in this subparagraph shall preclude the payment or reimbursement of the Emergency Environmental Action through the annual budget or budget revision process.

3.1.1(c) Administrative Expenses of the Environmental Response Trust

Prior to the Effective Date, the Environmental Response Trustee shall submit to the EPA for approval a budget for the first 120 days following the Effective Date (a “120-Day Budget”) for the Environmental Response Trust Administrative Account. No expenses may be incurred or paid from the Environmental Response Trust Administrative Account by the Environmental Response Trustee that are inconsistent with an approved 120-Day Budget unless the EPA approves such expenses in writing, or unless a revised 120-Day Budget is approved consistent with this Section.

Within 90 days following the Effective Date in the first year, and thereafter at least 60 days before January 1 of each year for the following year, the Environmental Response Trustee shall provide EPA with an annual budget for administration of the Environmental Response Trust for review and approval or disapproval. If disapproved, such budget shall be revised and resubmitted as expeditiously as possible. No administrative expenses may be incurred or paid by the Environmental Response Trustee that are inconsistent with the approved budget, unless the EPA approves a revised budget or a revised line item for an approved budget, provided, however, that the Environmental Response Trustee may incur or pay ongoing or recurring expenses approved in the prior year’s budget that occur between the time a proposed annual budget is submitted and the time it is approved. Each annual budget shall include a future year forecast of administrative expenditures, with annual details for at least the next three years (or such longer period as the Environmental Agencies shall reasonably request). The Environmental Response Trust shall regularly, but not less often than annually, and otherwise upon the reasonable request of an Environmental Response Trust Beneficiary, provide documentation to substantiate compliance with the applicable approved budget and application of Environmental Response Trust Assets consistently with the terms of this Environmental Response Trust Agreement and the Environmental Settlement Agreement. The approved budget shall be funded by the transfer of the approved amount from the Environmental Response Trust Administrative Account.

3.1.1(d) Remuneration for Environmental Response Trustee’s Start-Up Fees and Expenses

The Environmental Response Trustee shall be entitled to remuneration from the Environmental Response Trust Administrative Account of up to \$80,000 for its reasonable fees and expenses in connection with the formation of the Environmental Response Trust prior to the Effective Date. Within 60 days of the Effective Date, the Environmental Response Trustee will submit detailed invoices reflecting its pre-Effective Date fees and expenses for approval by the EPA. Where the Environmental Response Trustee, the United States, and the relevant Lead Agency jointly agree in writing that the Environmental Response Trustee accrued pre-Effective Date fees and expenses in

furtherance of activities that post-Effective Date would constitute an Environmental Action, those pre-Effective Date fees and expenses shall be paid from any applicable Environmental Response Trust Environmental Cost Account.

3.1.1(e) Environmental Expenses of the Environmental Response Trust

Prior to the Effective Date, the Environmental Response Trustee shall submit to the Lead Agency and Non-Lead Agency for an Environmental Response Trust Owned Property for approval a 120-Day Budget for each Environmental Response Trust Environmental Cost Account. The Lead Agency shall have the authority to approve or disapprove the proposed 120-Day Budget for the relevant Environmental Response Trust Environmental Cost Account in writing after consultation with the Non-Lead Agency, if such consultation is requested by the Non-Lead Agency in writing. No expenses may be incurred or paid from an Environmental Response Trust Environmental Cost Account by the Environmental Response Trustee that are inconsistent with an approved 120-Day Budget, except as provided in Section 3.1.1(b), or unless a revised 120-Day Budget is approved in writing consistent with this Section.

Within 90 days following the Effective Date in the first year, and thereafter at least 60 days before January 1 of each year for the following year, the Environmental Response Trustee shall provide the Lead Agency and Non-Lead Agency for an Environmental Response Trust Owned Property with balance statements and annual budgets of projected expenditures from each of the Environmental Response Trust Environmental Cost Accounts. The first budget for the remainder of the current calendar year shall be submitted within 90 days following the Effective Date and annual budgets shall be submitted at least 60 days before each January 1 during the term of the Environmental Response Trust. The Lead Agency shall have the authority to approve or disapprove the proposed budget for the relevant Environmental Response Trust Environmental Cost Account after consultation with the Non-Lead Agency, if such consultation is requested by the Non-Lead Agency. If disapproved, a budget shall be revised and resubmitted as expeditiously as possible. No expenses may be incurred or paid by the Environmental Response Trustee that are inconsistent with an approved budget, except as provided in Section 3.1.1(b), or unless a revised budget is approved consistent with this Section; provided, however, that the Environmental Response Trustee may incur or pay ongoing or recurring expenses approved in the prior year's budget that occur between the time a proposed annual budget is submitted and the time it is approved.

3.1.1(f) Reimbursement of Agencies and Performance of Environmental Actions by Environmental Response Trust

The Environmental Response Trustee shall pay funds from an Environmental Response Trust Environmental Cost Account to the applicable Lead Agency making a written request for funds for reimbursement within 30 days following such request. Such written request shall: (i) be in accordance with the approved budget set forth in Section 3.1.1(e), above, and (ii) specify what the funds were used for and shall certify that they were used only for Environmental Actions and future regulatory

fees or oversight costs with respect to the Environmental Response Trust Owned Properties. The Environmental Response Trustee shall also pay funds from the applicable Environmental Response Trust Environmental Cost Account to a Non-Lead Agency making a written request for funds within 30 days following such request where the Lead Agency has requested the assistance of the Non-Lead Agency with respect to the applicable Environmental Response Trust Owned Property. Such written request shall: (i) be in accordance with the approved budget set forth in Section 3.1.1(e) above, and (ii) specify what the funds were used for and shall certify that they were used only for Environmental Actions performed and/or oversight costs incurred after the Effective Date by the Non-Lead Agency pursuant to a request for assistance by the Lead Agency with respect to the applicable Environmental Response Trust Owned Property.

In the case of written requests by the Lead Agency to the Environmental Response Trustee to use funds from Environmental Response Trust Environmental Cost Account to perform Environmental Actions with respect to the applicable Environmental Response Trust Owned Property, the Environmental Response Trustee shall utilize the funds from that Environmental Response Trust Environmental Cost Account to undertake such work promptly and in accordance with any schedule approved by the Lead Agency pursuant to Section 3.1.1(d) above. The Environmental Response Trustee shall be responsible for the review and selection of any contractors sought to perform Work; provided, however, that the Environmental Response Trustee shall provide the Lead Agencies with its intended selection at least 30 days before the contract is awarded, and the Lead Agencies may object or otherwise deny the award of any contract for any reasonable reason. The Environmental Response Trustee shall require liability insurance from each contractor hired to perform Work.

3.1.2 Manner of Payment

Cash payments made by the Environmental Response Trust pursuant to this Environmental Response Trust Agreement shall be in United States dollars by checks drawn on a domestic bank selected by the Environmental Response Trustee whose deposits are federally insured, or shall be drawn by wire transfer from such a domestic bank, at the option of the Environmental Response Trustee.

3.2 Actions, Receipts, and Distributions Related to Applicable Insurance

3.2.1 The Environmental Response Trustee shall have broad discretion and authority to take such actions as may be necessary or appropriate to pursue and resolve claims or other rights against insurers for payment under or relating to the Applicable Insurance, including the authority to:

- 3.2.1(a) engage outside legal counsel, consultants, accountants, and other independent advisors as necessary or appropriate, and compensate or arrange or agree to compensate such persons using Environmental Response Trust proceeds in accordance with the provisions of this Environmental Response Trust Agreement;

- 3.2.1(b) make, execute, acknowledge, and deliver any and all documents or transfers and conveyances of any and all other instruments that may be necessary or appropriate to carry out the powers granted herein; and
- 3.2.1(c) compromise or otherwise settle and resolve all such claims or rights to payment for the benefit of the Environmental Response Trust and the Environmental Response Trust Beneficiaries.

3.2.2 The Environmental Response Trustee shall have the authority to make the following payments and distributions from and between the Environmental Response Trust Insurance and Administrative Accounts:

- 3.2.2(a) *Disbursements from the Environmental Response Trust Administrative Account.* The Environmental Response Trustee shall make payments for all professional fees and expenses associated with the pursuit of insurance recoveries from the Environmental Response Trust Administrative Account.
- 3.2.2(b) *Deposit of Insurance Proceeds.* The Trustee shall deposit any and all payments and proceeds from the Applicable Insurance to the Environmental Response Trust Insurance Account. From this account, the Environmental Response Trust Trustee shall reimburse the Environmental Response Trust Administrative Account for all professional fees and expenses relating to the insurance recovery activities, shall pay the Special Insurance Counsel's Contingent Fee and shall transfer 9.9% of the amount remaining after the payments referred to in this Section to the Environmental Response Trust Administrative Account.
- 3.2.2(c) *Further Disbursements from the Environmental Response Trust Insurance Account.* The Environmental Response Trustee shall, annually or earlier as determined by the Trustee, disburse the balance of the funds from the Environmental Response Trust Insurance Account after the payments under Section 3.2.2(b) to the Environmental Response Trust Beneficiaries as follows: (i) the Environmental Response Trust Environmental Cost Accounts; (ii) the Government Agency Non-Owned Sites Beneficiaries or, where applicable, to the applicable Government Agency Non-Owned Site Reserve Account; and (iii) the Third Party Beneficiaries. All payments in this Section 3.2.2(c) shall be made according to the Allocation of Insurance Payments set forth in Appendix __ to this Environmental Response Trust Agreement. Disbursements to the Government Agency Non-Owned Site Beneficiaries and to the Third Party Beneficiaries shall be made according to the payment instructions delivered by

those parties to the Environmental Response Trustee within 30 days of the Effective Date, which shall be updated as required.

3.2.2(d) *Disbursements from the Government Agency Non-Owned Sites Reserve Accounts.* The Environmental Response Trustee shall make disbursements from any Government Agency Non-Owned Site Reserve Account as directed by written joint instructions from the applicable federal and state environmental agencies with as yet undetermined allocations for the site for which the account was created as indicated in Appendix ____.

3.3 Liens by Certain Environmental Response Trust Beneficiaries

Notwithstanding anything to the contrary in this Article III, the Environmental Response Trust hereby grants to the Environmental Response Trustee and the Lead Agencies a first-priority lien and security interest in certain Environmental Response Trust Assets, to secure payment of all amounts owed to, accrued or reserved on account of the Environmental Response Trust or to be retained by the Environmental Response Trustee hereunder or otherwise due hereunder and to secure the performance of all Environmental Actions and Work required under the Environmental Response Trust Agreement and consistent with and limited to the provisions of the Environmental Response Trust Agreement, as follows: (a) To the Environmental Response Trustee a first-priority lien and security interest in the Environmental Response Trust Administrative Account, (b) to the Environmental Response Trustee a first-priority lien and security interest in the Environmental Response Trust Insurance Account and all of Debtor's rights, title and interest in claims, proceeds and recoveries against or as a result of the Applicable Insurance, but solely for the protection of the rights of the Environmental Response Trust Beneficiaries relating to the Applicable Insurance as set forth in this Environmental Response Trust Agreement, and (c) to the Lead Agencies a first-priority lien and security interest in the Environmental Response Trust Environmental Cost Account relating to the cost account for which it is the Lead Agency.

For the avoidance of doubt, in the event the law of any state prohibits a trust entity from holding title to any of the Environmental Response Trust Assets, with the result being that title is deemed held by the Environmental Response Trust Trustee, not individually but solely in its representative capacity as Environmental Response Trustee, then The Environmental Response Trustee hereby makes the same grants of first-priority liens and security interests as stated in the first paragraph of this Section 3.3.

3.4 Unclaimed Distributions

In the event that funds remain in the Environmental Response Trust at its termination, the amounts remaining shall be transferred, upon written confirmation by the United States, the State of Indiana, the State of Utah, the State of Ohio, the State of Illinois, and the State of West Virginia, to, respectively, the Superfund, a clean-up fund or account in Indiana to be designated by IDEM, a clean-up fund or account in Utah to be designated by UDEQ, a clean-up fund or account in Ohio to be designated by OEPA, a

clean-up fund or account in Illinois to be designated by IEPA, and a clean-up fund or account in West Virginia to be designated by WVDEP.

ARTICLE IV THE ENVIRONMENTAL RESPONSE TRUSTEE

4.1 Appointment

Le Petomane XXIX, Inc., not individually but solely in its representative capacity, is appointed to serve for a period of ten years as the Environmental Response Trustee to administer the Environmental Response Trust and all Environmental Response Trust accounts in accordance with this Environmental Response Trust Agreement. The Environmental Response Trustee hereby accepts such appointment and agrees to serve in such representative capacity, effective upon the Effective Date. The Environmental Response Trustee may be re-appointed or replaced at the end of any ten-year term. If the Environmental Response Trustee is not reappointed and no Environmental Response Trustee is appointed by the expiration of the Environmental Response Trustee's ten-year term, the Bankruptcy Court may reappoint the Environmental Response Trustee or appoint a successor Environmental Response Trustee.

4.2 Retention of Environmental Consultant

After consultation with the Environmental Agencies, the Environmental Response Trust is authorized to obtain the services of an environmental consultant to implement the future Environmental Actions (the "Consultant"). The Environmental Response Trustee shall consider any request by a Lead Agency, made after consultation with a Non-Lead Agency, to utilize the services of an existing Consultant or contractor, provided that the continued use of the Consultant or contractor would be cost-effective. The Consultant shall obtain environmental, general and professional liability insurance in the sum of \$5,000,000 or such lesser amount as agreed to by the Environmental Response Trust after consultation with the Environmental Agencies. The beneficiary of such insurance policies shall be the Environmental Response Trust Parties and the Environmental Response Trust Owned Property Beneficiaries, and shall cover negligence committed by the Consultant in implementing the future Environmental Actions or any other negligence committed by the Consultant. The legal relationship of the Consultant to the Environmental Response Trust and Environmental Response Trustee is that of an independent contractor professional, not that of an entity employed by the Environmental Response Trust or the Environmental Response Trustee. The Consultant shall not be deemed an Environmental Response Trust Party. The Environmental Response Trust may purchase and maintain insurance coverage covering the sole officer's personal liability for any acts or omissions in his capacity as president, shareholder, director or officer, as well as general liability and property coverage for the Environmental Response Trust Owned Properties and any other insurance products that are reasonable and appropriate to protect the Environmental Response Trustee, the Environmental Response Trust and the Environmental Response Trust Owned Properties from liability.

4.3 Generally

The Environmental Response Trustee's powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the purposes of the Environmental Response Trust and this Environmental Response Trust Agreement and not otherwise. The Environmental Response Trustee shall have the authority to bind the Environmental Response Trust, and any successor of Environmental Response Trustee, but shall for all purposes hereunder be acting in its representative capacity as Environmental Response Trustee and not individually. Notwithstanding anything to the contrary contained herein, the Environmental Response Trustee shall not be required to take action or omit to take any action if, after the advice of counsel, the Environmental Response Trustee believes in good faith such action or omission is not consistent with the Environmental Response Trustee's fiduciary duties. The Environmental Response Trustee shall have no obligations to perform any activities for which the relevant Environmental Response Trust Environmental Cost Account or Environmental Response Trust Administrative Account lacks sufficient funds.

4.4 Powers

In connection with the administration of the Environmental Response Trust, except as otherwise set forth in this Environmental Response Trust Agreement or the Environmental Settlement Agreement, the Environmental Response Trustee is authorized to perform any and all acts necessary to accomplish the purposes of the Environmental Response Trust. The powers of the Environmental Response Trust shall, without any further Bankruptcy Court approval or order, include, without limitation, each of the following: (i) to receive, manage, invest, supervise and protect the Environmental Response Trust Assets, withdraw, make distributions and pay taxes and other obligations owed by the Environmental Response Trust or any Environmental Response Trust accounts from funds held by the Environmental Response Trustee and/or the Environmental Response Trust (or any Environmental Response Trust accounts) in accordance with this Environmental Response Trust Agreement, and withhold and pay to the appropriate taxing authority any withholding taxes on distributions from the Environmental Response Trust; (ii) to engage employees and professional Persons to assist the Environmental Response Trust and/or the Environmental Response Trustee with respect to the responsibilities described herein; (iii) to make distributions of the Environmental Response Trust Assets as provided herein for the purposes contemplated in this Environmental Response Trust Agreement and the Environmental Settlement Agreement; and (iv) to effect all actions and execute all agreements, instruments and other documents necessary to implement this Environmental Response Trust Agreement, including to exercise such other powers as may be vested in or assumed by the Environmental Response Trust and/or the Environmental Response Trustee pursuant to this Environmental Response Trust Agreement and any order of the Bankruptcy Court or as may be necessary and proper to carry out the provisions of this Environmental Response Trust Agreement and the Environmental Settlement Agreement. No Person dealing with the Environmental Response Trust shall be obligated to inquire into the authority of the Environmental Response Trustee in connection with the protection, conservation or disposition of Environmental Response Trust Assets. The Environmental

Response Trustee is authorized to execute and deliver all documents on behalf of the Environmental Response Trust to accomplish the purposes of this Environmental Response Trust Agreement and the Environmental Settlement Agreement.

4.5 Other Professionals

The Environmental Response Trustee is authorized to retain on behalf of the Environmental Response Trust and pay such third parties as the Environmental Response Trustee (in accordance with a budget approved pursuant to Section 3.1 and in a manner consistent with Section 3.1.1(f) and 4.2.2, above) may deem necessary or appropriate to assist the Environmental Response Trustee in carrying out its powers and duties under this Environmental Response Trust Agreement and the Environmental Settlement Agreement, including, without limitation, (i) counsel to the Environmental Response Trust and/or Environmental Response Trustee, (ii) a public accounting firm to perform such reviews and/or audits of the financial books and records of the Environmental Response Trust as may be appropriate in the Environmental Response Trustee's reasonable discretion and to prepare and file any tax returns or informational returns for the Environmental Response Trust or any Environmental Response Trust account as may be required, and (iii) environmental consultants, custodians, security personnel, engineers, surveyors, brokers, contractors, administrative assistants and clerks. The Environmental Response Trustee may pay all such Persons compensation for services rendered and expenses incurred in accordance with a budget approved as provided in Section 3.1.1. The Environmental Response Trustee may, consistent with its fiduciary duty and with Section 3.1.1(c), above, retain an affiliated company to perform services for the Environmental Response Trust.

4.6 Limitation of the Environmental Response Trustee's Authority

The Environmental Response Trust and the Environmental Response Trustee shall not and are not authorized to engage in any trade or business with respect to the Environmental Response Trust Assets or any proceeds therefrom. The Environmental Response Trust and the Environmental Response Trustee shall not take any actions that would cause the Environmental Response Trust to fail to qualify as a qualified settlement fund under the QSF Regulations.

4.7 Reliance by the Environmental Response Trust Parties

Except as may otherwise be provided herein: (a) the Environmental Response Trust Parties may rely on, and shall be protected from liability in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties; (b) the Environmental Response Trust Parties may consult with legal counsel, financial or accounting advisors and other professionals and shall not be personally liable for any action taken or not taken in accordance with the advice thereof; and (c) Persons dealing with the Environmental Response Trust Parties shall look only to the relevant Environmental Response Trust Environmental Cost Account related to an Environmental Action or to the Environmental

Response Trust Administrative Account to satisfy any liability incurred by the Environmental Response Trust Parties to such Person in carrying out the terms of this Environmental Response Trust Agreement or any order of the Bankruptcy Court, and the Environmental Response Trust Parties shall have no personal obligations to satisfy any such liability other than as provided in Section 4.10.1.

4.8 Compensation of the Environmental Response Trustee

The Environmental Response Trust shall pay its own reasonable and necessary costs and expenses, and shall reimburse the Environmental Response Trustee for the actual reasonable out-of-pocket fees and expenses to the extent incurred by the Environmental Response Trustee in connection with the Environmental Response Trustee's duties hereunder, including, without limitation, necessary travel, lodging, office rent (to be paid directly by the Environmental Response Trust), postage, photocopying, communication charges (including telephone, facsimile, Wi-Fi and hosting fees), charges upon receipt of periodic billings, all in accordance with an annual budget or fee schedule approved by the EPA. The Environmental Response Trustee, and employees of the Environmental Response Trust and the Environmental Response Trustee, who perform services for the Environmental Response Trust shall be entitled to receive reasonable compensation for services rendered on behalf of the Environmental Response Trust in accordance with approved budgets as provided herein.

The Environmental Response Trust Assets shall be subject to the claims of the Environmental Response Trustee as provided herein, and the Environmental Response Trustee shall be entitled to reimburse itself out of any available cash in the Environmental Response Trust Administrative Account, and the Environmental Response Trust shall be obligated to pay, for actual out-of-pocket expenses and for actual hours worked.

All compensation and other amounts payable to the Environmental Response Trustee shall be paid from the Environmental Response Trust Assets as provided herein.

4.9 Liability of Environmental Response Trust Parties

4.9.1 In no event shall any of the Environmental Response Trust Parties be held liable to any third parties for any liability, action, or inaction of any other party, including the Debtors, the Liquidating Trust/Trustee, or any other Environmental Response Trust Party. The Environmental Response Trust Parties shall, further, be indemnified and exculpated in accordance with Section 4.10.1 of this Environmental Response Trust Agreement. The Environmental Response Trustee shall not be deemed in breach of its duties or responsibilities on account of the insufficiency of funds. Funding from an Environmental Response Trust Environmental Cost Account may not be used except as otherwise expressly provided by and in accordance with the Environmental Response Trust Agreement. Funding from an Environmental Response Trust Environmental Cost Account for any Environmental Response Trust Owned Property may not be used for any other Environmental Response Trust Owned Property, except as otherwise expressly provided by and in accordance with this Environmental Response Trust Agreement.

4.9.2 The Environmental Response Trust Parties are deemed to have resolved any and all liability they may have under Environmental Laws to the United States and States of Indiana, Utah, the State of Ohio, the State of Illinois, and the State of West Virginia, and have protection from contribution actions or claims as provided by Sections 113(f)(2) of CERCLA, 42 U.S.C. Section 9613(f)(2), for such any and all such claims that the Federal Government or those States could bring.

4.9.3 No provision of this Environmental Response Trust Agreement or the Environmental Settlement Agreement shall require the Environmental Response Trust Parties to expend or risk their own personal funds or otherwise incur any personal financial liability based on the ownership or environmental condition of the Environmental Response Trust Assets or the performance or non-performance of any of its duties or the exercise of any of its authorities as Environmental Response Trustee hereunder. Notwithstanding the foregoing, the Environmental Response Trustee shall satisfy from its own funds any liability imposed by a final order of the Bankruptcy Court, not reversed on appeal, on account of the Environmental Response Trustee's fraud, willful misconduct, or criminal conduct with relation to the performance or non-performance of any of its duties or the exercise of any of its authorities as Environmental Response Trustee hereunder.

4.10 Exculpation and Indemnification

4.10.1 Exculpation. None of the Environmental Response Trust Parties shall be personally liable unless the Bankruptcy Court, by a final order that is not reversed on appeal, finds that it committed fraud or willful misconduct after the Effective Date in relation to the Environmental Response Trustee's duties. There shall be an irrebuttable presumption that any action taken or not taken with the approval of the Bankruptcy Court does not constitute an act of fraud or willful misconduct, provided that there has been no misrepresentation to the Bankruptcy Court. Any judgment against an Environmental Response Trust Party and any costs of defense relating to any Environmental Response Trust Party shall be paid from the Environmental Response Trust Environmental Cost Account for the relevant Site only if it relates to the Environmental Action at the Site, or from the Environmental Response Trust Administrative Account, without the Environmental Response Trust Party having to first pay from its own funds for any personal liability or costs of defense, unless a final order of the Bankruptcy Court, that is not reversed on appeal, determines that it committed fraud or willful misconduct in relation to the Environmental Response Trust Party's duties.

4.10.2 The Environmental Response Trust Parties are exculpated by all Persons, including without limitation, holders of claims and other parties in interest, of and from any and all claims, causes of action and other assertions of liability arising out of the ownership or environmental condition of Environmental Response Trust Assets and the discharge of the powers and duties conferred upon the Environmental Response Trust and/or Environmental Response Trustee or any order of the Bankruptcy Court entered pursuant to or in furtherance of the Environmental Settlement Agreement and this Environmental Response Trust Agreement, or applicable law or otherwise. No Person, including without limitation, holders of claims and other parties in interest, will be

allowed to pursue any claims or cause of action against any Environmental Response Trust Party for any claim against the Debtors, for making payments in accordance with the Environmental Settlement Agreement, this Environmental Response Trust Agreement or any order of the Bankruptcy Court, or for implementing the provisions of the Environmental Settlement Agreement, this Environmental Response Trust Agreement, or any order of the Bankruptcy Court. Nothing in the Environmental Settlement Agreement, or the Environmental Response Trust Agreement, shall preclude the United States, the State of Indiana, the State of Utah, the State of Ohio, the State of Illinois, and the State of West Virginia from enforcing the terms of the Environmental Settlement Agreement and this Environmental Response Trust Agreement against the Environmental Response Trust Parties as provided herein. Notwithstanding anything in this Section 4.10.2 or elsewhere in this Environmental Response Trust Agreement to the contrary, nothing in the Environmental Settlement Agreement or in this Environmental Response Trust Agreement shall be construed to exculpate the Environmental Response Trust Parties from any liability resulting from any act or omission constituting fraud, willful misconduct, or criminal conduct, as provided herein. The parties agree that the Environmental Response Trustee is not contracted to act as an architect, engineer or surveyor in its role as Environmental Response Trustee. This Environmental Response Trust Agreement shall not be construed as one relative to the construction, alteration, repair or maintenance of a building, structure, appurtenances and appliances.

4.10.3 Indemnification. The Environmental Response Trust shall indemnify, defend and hold harmless (without the Environmental Response Trust Parties having to first pay from their personal funds) the Environmental Response Trust Parties from and against any and all claims, causes of action, liabilities, obligations, losses, costs, judgments, damages or expenses (including attorneys' fees) and any other assertion of liability arising out of the ownership or environmental condition of Environmental Response Trust Assets or action or inaction or in connection with the Environmental Response Trustee's duties, to the fullest extent permitted by applicable law, including but not limited to, those caused or alleged to be caused by negligence or fault of any Environmental Response Trust Party (except for fraud, willful misconduct, or criminal conduct), provided that such indemnification shall be limited to funds in the relevant Environmental Response Trust Environmental Cost Account for the Environmental Response Trust Owned Properties if it relates to Environmental Action or the Environmental Response Trust Administrative Account. Without limiting the foregoing, any such judgment against a Environmental Response Trust Party and any such costs of defense relating to any Environmental Response Trust Party shall be paid by the Environmental Response Trust consistent with the terms and conditions of this Section. Notwithstanding the foregoing, to the extent fraud, willful misconduct, or criminal conduct of any Environmental Response Trust Party is alleged and the Bankruptcy Court finds, by a final order, not reversed on appeal, that such Environmental Response Trust Party committed fraud, willful misconduct, or criminal conduct after the Effective Date in relation to the Environmental Response Trustee's duties, there shall be no indemnification, of that Environmental Response Trust Party, for any judgments arising from such allegations of fraud, willful misconduct, or criminal conduct. It shall be an irrebuttable presumption that any action taken, or inaction, consistent with Bankruptcy

Court approval shall not constitute willful misconduct or fraud, provided that there has been no misrepresentation to the Bankruptcy Court.

4.11 Termination, Replacement, and Removal of the Environmental Response Trustee.

4.11.1 Termination

The duties, responsibilities and powers of the Environmental Response Trustee will terminate on the date the Environmental Response Trust is dissolved under applicable law in accordance with the Environmental Response Trust Agreement, or by an order of the Bankruptcy Court; provided that this Section and Sections 4.9 and 4.10 above shall survive such termination, dissolution and entry. The Environmental Response Trustee may resign from its trusteeship of the Environmental Response Trust generally and without cause giving not less than 120 days prior written notice thereof to the Bankruptcy Court, the United States, and the Environmental Agencies, provided however, that in the event a suitable replacement is not found and approved by the United States and the Environmental Agencies, within 120 days after such written notice is provided, the Environmental Response Trustee's resignation shall not become effective and the Environmental Response Trustee shall continue to function in its capacity as Environmental Response Trustee until a suitable replacement is found and approved by the United States and the Environmental Agencies.

4.11.2 Replacement:

The Environmental Response Trustee may be replaced upon completion of any ten (10) year term at the written direction of the United States, the State of Indiana, the State of Utah, the State of Ohio, the State of Illinois, and the State of West Virginia; however, this Section and Sections 4.9 and 4.10 shall survive such termination.

4.11.3 Removal

The Environmental Response Trustee may be removed or the Environmental Response Trust Assets may be transferred to another environmental response trust at the written direction of the United States, the State of Indiana, the State of Utah, the State of Ohio, the State of Illinois, and the State of West Virginia by:

- (1) The entry of an order by the Bankruptcy Court, not reversed on appeal, immediately upon notice of appointment of a temporary or permanent successor, finding that the Environmental Response Trustee committed fraud, willful misconduct or criminal conduct after the Effective Date in relation to the Environmental Response Trustee's duties under the Environmental Response Trust Agreement; or
- (2) The entry of an order by the Bankruptcy Court, not reversed on appeal, immediately upon notice of appointment of a temporary or permanent successor, finding that (i) the Environmental Response Trustee in any material respect, as a result of negligence, exacerbates hazardous conditions at an Environmental Response Trust Owned Property, (ii) is

seriously or repeatedly deficient or late in performance of the work or violates the provisions of the Environmental Settlement Agreement, or (iii) has violated the provisions of this Environmental Response Trust Agreement or other related implementation agreements. In the event of the occurrence of 2(i), 2(ii) or 2(iii), the United States, the State of Indiana, the State of Utah, the State of Ohio, the State of Illinois, and the State of West Virginia may jointly direct that (i) the Environmental Response Trustee be replaced in accordance with the Environmental Response Trust Agreement or (ii) all Environmental Response Trust Assets be transferred to a new trust established to oversee clean-up of the Environmental Response Trust Owned Properties, at the written direction of the United States, the State of Indiana, the State of Utah, the State of Ohio, the State of Illinois, and the State of West Virginia to be used in accordance with the terms of this Environmental Response Trust Agreement and the Environmental Settlement Agreement.

- (3) The provisions of this Section and Sections 4.9 and 4.10 above shall survive the removal of the Environmental Response Trustee or transfer of funds.

4.12 Appointment of Successor Environmental Response Trustees

Any successor Environmental Response Trustee shall be proposed by the United States after consultation with the Environmental Response Trust Owned Property Beneficiaries and appointed by the Bankruptcy Court. Any successor Environmental Response Trustee appointed hereunder shall execute an instrument accepting such appointment hereunder and shall file such acceptance with the Environmental Response Trust records. Thereupon, such successor Environmental Response Trustee shall, without any further act, become vested with all the estates, properties, rights, powers, trusts and duties of its predecessor in the Environmental Response Trust with like effect as if originally named herein; provided, however, that a removed or resigning Environmental Response Trustee shall, nevertheless, when requested in writing by the successor Environmental Response Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor Environmental Response Trustee under the Environmental Response Trust all the estates, properties, rights, powers, and trusts of such predecessor Environmental Response Trustee.

4.13 No Bond

Notwithstanding any state law to the contrary, the Environmental Response Trustee, including any successor Environmental Response Trustee, shall be exempt from giving any bond or other security in any jurisdiction.

ARTICLE V
ENVIRONMENTAL RESPONSE TRUST BENEFICIARIES

5.1 Holders of Beneficial Interests in the Environmental Response Trust

Beneficial interests in the Environmental Response Trust shall be held by each of the Environmental Response Trust Owned Property Beneficiaries. The Government Agency Non-Owned Site Beneficiaries and Third Party Beneficiaries shall hold a beneficial interest only in the distribution of payments or proceeds on claims under or relating to the Applicable Insurance consistent with the terms of this Environmental Response Trust Agreement.

5.2 Identification of Environmental Response Trust Beneficiaries

5.2.1 In order to determine the actual names and addresses of the authorized representatives of an Environmental Response Trust Beneficiary, the Environmental Response Trust and the Environmental Response Trustee shall be entitled to rely conclusively on the name and address of the authorized representative for such Environmental Response Trust Beneficiary set forth in Section 5.2.2 and in Appendices ___, who may from time to time provide additional or replacement names and addresses of authorized representatives, or listed in any written notice provided to the Environmental Response Trustee in the future by an authorized representative of such Environmental Response Trust Beneficiary.

5.2.2 The Environmental Response Trustee shall send copies of all reports, budgets, annual balance statements, and other documents that the Environmental Response Trustee is required to submit to an Environmental Response Trust Beneficiary under the Environmental Settlement Agreement and this Environmental Response Trust Agreement, and related implementation documents including any unilateral administrative orders, consent decrees, or administrative orders on consent to the following person(s), as applicable:

As to the United States of America (on behalf of EPA, DOI and NOAA) as beneficiary:

Authorized representatives to receive all notices under 5.2.2:

ELLEN SLIGHTS
Assistant United States Attorney
Office of the United States Attorney
District of Delaware
1007 Orange Street, Suite 700
Wilmington, Delaware 10007
Tel: (302) 573-6277
E-mail: Ellen.Slights@usdoj.gov

THOMAS MARIANI
Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
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Telephone: (202) 514-5271
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ERICKA HAILSTOCKE-JOHNSON

Attorney-Advisor

National Oceanic and Atmospheric Administration

United States Department of Commerce

General Counsel Office, Natural Resources Section

501 West Ocean Boulevard, Long Beach, CA 90802

Tel: (562) 980-4070

Ericka.Hailstocke-Johnson@noaa.gov

As to the State of Indiana as beneficiary:

Authorized representatives to receive all notices under 5.2.2:

[]

[]

[]

As to the State of Utah as beneficiary:

Authorized representative and party to receive all notices under 5.2.2:

[]

[]

As to the State of Illinois as beneficiary:

Authorized representatives to receive all notices under 5.2.2:

Kathryn A. Pamenter

Assistant Attorney General

Environmental Bureau

69 W. Washington St., 18th Floor

Chicago, IL 60602

Phone: 312-814-0608

Fax: 312-814-2347

Email: KPamenter@atg.state.il.us<mailto:KPamenter@atg.state.il.us>

James Kropid
Illinois Environmental Protection Agency
Division of Legal Counsel
1021 North Grand Avenue East
Springfield, IL 62794
(217) 785-7114

As to the State of Ohio as beneficiary:

Authorized representatives to receive all notices under 5.2.2:

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As to the State of West Virginia as beneficiary:

Authorized representatives to receive all notices under 5.2.2:

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5.3 Non-Beneficiaries

Upon the Effective Date of this Environmental Response Trust Agreement, the Debtors and the Liquidating Trust shall have no interests including, without limitation, any reversionary interest, in the Environmental Response Trust or any Environmental Response Trust Assets. The Environmental Response Trust Beneficiaries shall be the sole beneficiaries of the Environmental Response Trust accounts. The Debtors and the Liquidating Trust / Trustee shall not have any rights or interest to the Environmental Response Trust Assets distributed to the Environmental Response Trust accounts, nor to any funds remaining in any of the Environmental Response Trust accounts upon the completion of any and all final actions and disbursements for any and all final costs with respect to the Environmental Response Trust.

5.4 Transfer of Beneficial Interests

The interest of the Environmental Response Trust Beneficiaries in the Environmental Response Trust, which are reflected only on the records of the Environmental Response Trust maintained by the Environmental Response Trust, are not negotiable and may be transferred only by order of the Bankruptcy Court or by operation of law, and in any event, only after written notice to the Environmental Response Trust. The Environmental Response Trust shall not be required to record any transfer in favor of any transferee where, in the sole discretion of the Environmental Response Trust, such transfer is or might be construed to be ambiguous or to create uncertainty as to the holder of the interest in the Environmental Response Trust. Until a transfer is in fact recorded on the books and records maintained by the Environmental Response Trust for the purpose of identifying Environmental Response Trust Beneficiaries, the Environmental Response Trust, whether or not in receipt of documents of transfer or other documents relating to the transfer, may nevertheless make distributions and send communications to Environmental Response Trust Beneficiaries, as though it has no notice of any such transfer, and in so doing the Environmental Response Trust and Environmental Response Trustee shall be fully protected and incur no liability to any purported transferee or any other Person. Interests in the Environmental Response Trust may not be transferred to the Debtors, VSI Liquidating Inc., the Liquidating Trust or any Persons related to any of the preceding (within the meaning of Section 468B(d)(3) of the Internal Revenue Code).

ARTICLE VI REPORTING AND TAXES

6.1 Reports

As soon as practicable, but no later than 28 days after the end of each calendar quarter beginning with the quarter ended after assets are first received by the Environmental Response Trust and ending as soon as practicable upon termination of the Environmental Response Trust, the Environmental Response Trust shall submit to the Environmental Response Trust Beneficiaries a written report, including: (a) financial statements of the Environmental Response Trust at the end of such calendar quarter or period and the receipts and disbursements of the Environmental Response Trust for such period; and (b) a description of any action to be taken by the Environmental Response Trust, and prior to such action being taken, in the performance of its duties which, as determined by outside counsel, accountants or other professional advisors, materially and adversely affects the Environmental Response Trust and of which notice has not previously been given to the Environmental Response Trust Beneficiaries. The Environmental Response Trust shall promptly submit additional reports to the Environmental Response Trust Beneficiaries whenever, as determined by outside counsel, accountants or other professional advisors, an adverse material event or change occurs which affects either the Environmental Response Trust or the rights of the Persons receiving distributions (including, without limitation, the Environmental Response Trust Beneficiaries) hereunder.

6.2 Other

The Environmental Response Trust shall also file (or cause to be filed) any other statements, returns or disclosures relating to the Environmental Response Trust that are required by any applicable Government Agency.

6.3 Reports in Support of Insurance Claims

The Environmental Response Trust shall also file (or cause to be filed) reports and cost analyses in support of claims against insurance carriers at the request of any Environmental Response Trust Beneficiary, and shall provide the United States a copy of any such reports and cost analyses.

6.4 Taxes

The Environmental Response Trustee shall be the “administrator,” within the meaning of Treasury Regulation Section 1.468B-2(k)(3), of the Environmental Response Trust. Subject to definitive guidance from the Internal Revenue Service or a judicial decision to the contrary, the Environmental Response Trustee shall file tax returns and pay applicable taxes with respect to the Environmental Response Trust in a manner consistent with the provisions of the QSF Regulations. All such taxes shall be paid from the Environmental Response Trust Administrative Account.

ARTICLE VII
MISCELLANEOUS PROVISIONS

7.1 Amendments and Waivers

Any provision of this Environmental Response Trust Agreement may be amended or waived by mutual written consent of the Environmental Response Trust and the Environmental Response Trust Owned Property Beneficiaries; provided, however, that no change shall be made to this Environmental Response Trust Agreement that would alter (a) the provisions of Section 7.2 hereof or adversely affect the federal income tax status of the Environmental Response Trust as a “qualified settlement fund” (in accordance with Section 6.4 hereof), or (b) unless agreed to in writing by the Environmental Response Trustee, any of the rights or powers of the Environmental Response Trustee as contained in this Environmental Response Trust Agreement, or (c) unless agreed to in writing by the affected beneficiary(ies), any rights of the Government Non-Owned Sites Beneficiaries and the Third-Party Beneficiaries. Technical amendments to this Environmental Response Trust Agreement may be made as necessary, to clarify this Environmental Response Trust Agreement or enable the Environmental Response Trustee to effectuate the terms of this Environmental Response Trust Agreement, in a manner consistent with the Environmental Settlement Agreement with the written mutual consent of the Environmental Response Trust and the Environmental Response Trust Beneficiaries.

7.2 Tax Treatment

The Environmental Response Trust created by this Environmental Response Trust Agreement is intended to be treated as a qualified settlement fund pursuant to the QSF Regulations for federal income tax purposes, and to the extent provided by law, this Environmental Response Trust Agreement shall be governed and construed in all respects consistent with such intent.

7.3 Cooperation

The Environmental Response Trust and Environmental Response Trustee shall take such actions and execute such documents as are reasonably requested by the Debtors and/or the Liquidating Trust with respect to effectuating this Environmental Response Trust Agreement and the transactions contemplated thereby, provided that such actions are not inconsistent with this Environmental Response Trust Agreement or the Environmental Settlement Agreement. To the extent that the Debtors and/or the Liquidating Trust request the Environmental Response Trust and/or the Environmental Response Trustee to take such an action, the Environmental Response Trust and Environmental Response Trustee shall do so at the sole expense of the Debtors and/or the Liquidating Trust (as applicable). To the extent that the Environmental Response Trust and/or the Environmental Response Trustee request the Debtors and/or the Liquidating Trust to take such action, the Debtors and/or the Liquidating Trust shall do so at the sole expense of the Environmental Response Trust and/or the Environmental Response Trust (as applicable). Prior to the Effective Date and for a period of six (6) months thereafter, the Debtors, at their sole expense, shall take such actions and execute such documents as are reasonably requested by the Environmental Response Trust with respect to effectuating this Environmental Response Trust Agreement and the transactions contemplated thereby, provided that such actions are not inconsistent with this Environmental Response Trust Agreement or the Environmental Settlement Agreement. Upon reasonable request, consistent with Section 2.1.5, and for an indefinite period, the Debtors shall reasonably cooperate with and assist the Environmental Response Trust in order to facilitate the presentation of claims, or settlement of claims, under the Applicable Insurance, including execution of necessary documents; however, the Debtors shall not be required to fund any efforts undertaken to seek recoveries under the Applicable Insurance.

7.4 Situs of the Trust

The situs of the Trust herein established is Illinois. To the extent the Bankruptcy Code or other federal law is applicable, the rights, duties, and obligations arising under this Environmental Response Trust Agreement shall be governed by, and construed and enforced in accordance with, those laws as are applicable. Where the Bankruptcy Code or other federal law is not applicable, the rights, duties, and obligations arising under this Environmental Response Trust Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois, without giving effect to the principles of conflict of law thereof.

7.5 Severability

If any provision of this Environmental Response Trust Agreement or application thereof to any Person or circumstance shall be finally determined by the Bankruptcy Court to be invalid or unenforceable to any extent, the remainder of this Environmental Response Trust Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Environmental Response Trust Agreement shall be valid and enforceable to the fullest extent permitted by law.

7.6 Sufficient Notice

Any notice or other communication hereunder shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if deposited, postage prepaid, in a post office or letter box addressed to the Person for whom such notice is intended to the name and address set forth in the case of an Environmental Response Trust Beneficiary in Section 5.25.2 of this Environmental Response Trust Agreement or such other address provided in writing to the Trust by an authorized representative of the respective Environmental Response Trust Beneficiary. As a courtesy, the Trustee may also send notice by facsimile or e-mail in addition to sending written notice.

7.7 Headings

The section headings contained in this Environmental Response Trust Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Environmental Response Trust Agreement or any term or provision hereof.

7.8 Actions Taken on Other Than Business Day

If any payment or act under this Environmental Response Trust Agreement is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

7.9 Consistency of Agreements and Construction

In the event of any conflict between this Environmental Response Trust Agreement, the Environment Settlement Agreement, and the Plan, this Environmental Response Trust Agreement shall control.

7.10 Compliance with Laws

Any and all distributions of Environmental Response Trust Assets shall be in compliance with applicable laws, including, but not limited to, applicable federal and state securities laws.

7.11 Preservation of Privilege.

In connection with the Environmental Response Trust Assets, any attorney-client privilege, work-product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Environmental Response Trust shall vest in the Environmental Response Trust and its representatives, and the Parties are authorized to take all necessary actions to effectuate the transfer of such privileges.

7.12 No Recourse to Environmental Response Trust Beneficiaries.

In no event shall the Environmental Response Trust Beneficiaries have any responsibility for paying any expenses, fees, and other obligations of the Environmental Response Trust, including but not limited to obligations related to the Environmental Response Trust Assets, and in no event shall the Environmental Response Trust or the Environmental Response Trustee, or any of their agents, representatives, or professionals, have recourse to the Environmental Response Trust Beneficiaries therefor.

7.13 Status of Environmental Response Trust Beneficiaries

No Environmental Response Trust Beneficiary shall be deemed to be an owner, operator, Environmental Response Trustee, partner, agent, shareholder, officer, or director of the Environmental Response Trust or the Environmental Response Trust Parties, or to be an owner or operator of any of the Environmental Response Trust Owned Properties, solely on account of this Environmental Response Trust Agreement or the Environmental Settlement Agreement, or actions contemplated thereby, or its status as an Environmental Response Trust Beneficiary or party to this Environmental Response Trust Agreement or the Environmental Settlement Agreement.

7.14 Uniform Custodial Trust Act.

The Environmental Response Trust Agreement shall not be subject to any provision of the Uniform Custodial Trust Act as adopted by any state, now or in the future.

THE UNDERSIGNED PARTIES ENTER INTO THIS AGREEMENT:

FOR THE UNITED STATES OF AMERICA:

CHARLES M. OBERLY, III
United States Attorney
District of Delaware

Date: _____

ELLEN SLIGHTS
Assistant United States Attorney
1007 Orange Street, Suite 700
Wilmington, Delaware 10007
Tel: (302) 573-6277

Date: _____

JOHN C. CRUDEN
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20044

Date: _____

ALAN S. TENENBAUM
National Bankruptcy Coordinator
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611 Ben Franklin Station
Washington, D.C. 20044

Date: _____

CARA MROCZEK
Trial Attorney
SEAN CARMAN
Senior Counsel
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611 Ben Franklin Station
Washington, D.C. 20044
Tel: (202) 514-1447
Tel: (202) 514-2746

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:

Date: _____

CYNTHIA L. MACKEY
Director, Office of Site Remediation Enforcement
United States Environmental Protection Agency
1200 Pennsylvania Ave., NW
Washington, D.C. 20460

ROBERT ROBERTS
Attorney Advisor
United States Environmental Protection Agency
1200 Pennsylvania Ave., NW
Washington, D.C. 20460
Tel: (202) 564-4267

FOR THE STATE OF INDIANA ON BEHALF OF THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT:

Date: _____

FOR THE STATE OF UTAH ON BEHALF OF THE UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY:

Date: _____ By: _____

**FOR THE STATE OF ILLINOIS ON BEHALF OF THE ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY:**

Date: _____ By: _____

**FOR THE STATE OF OHIO ON BEHALF OF THE OHIO ENVIRONMENTAL
PROTECTION AGENCY:**

Date: _____ By: _____

**FOR THE STATE OF WEST VIRGINIA ON BEHALF OF THE WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION:**

Date: _____ By: _____

FOR VSI LIQUIDATING INC.:

Date: _____ By: _____

Date: _____ By: _____
[ATTORNEYS]

Date: _____ By: _____

FOR THE ENVIRONMENTAL RESPONSE TRUSTEE:

The Environmental Response Trustee by and through Le
Petomane XXIX, Inc., not individually but solely in the
representative capacity as Environmental Response Trustee
of the Vertellus Specialties Environmental Response Trust

Date: _____

By: _____

JAY A. STEINBERG

not individually, but solely in the representative capacity as
President of the Environmental Response Trustee of the
Vertellus Specialties Environmental Response Trust

Appendix A – Allocation of Insurance Proceeds

Environmental Response Trust Cost AccountsAllocation

Provo and Wendover Cost Account	15.5%
Big John Salvage Cost Account	15.5%
Granite City Cost Account	7%
Miley Avenue Cost Account	7%
Cleveland Cost Account	0.01%

Government Agency Non-Owned Sites Beneficiaries

<u>Site</u>	<u>Agency Beneficiaries</u>	<u>Allocation</u>
Quendall	EPA FWS / NOAA	23% 7%
St. Louis Park	EPA MPCA	5% to Reserve Account
Joppa	IEPA	2.5% to Reserve Account
Dover	EPA OEPA	2.5% to Reserve Account
Lima	OEPA	2.5%
Lower Passaic	EPA FWS/NOAA	2.45% 0.05%